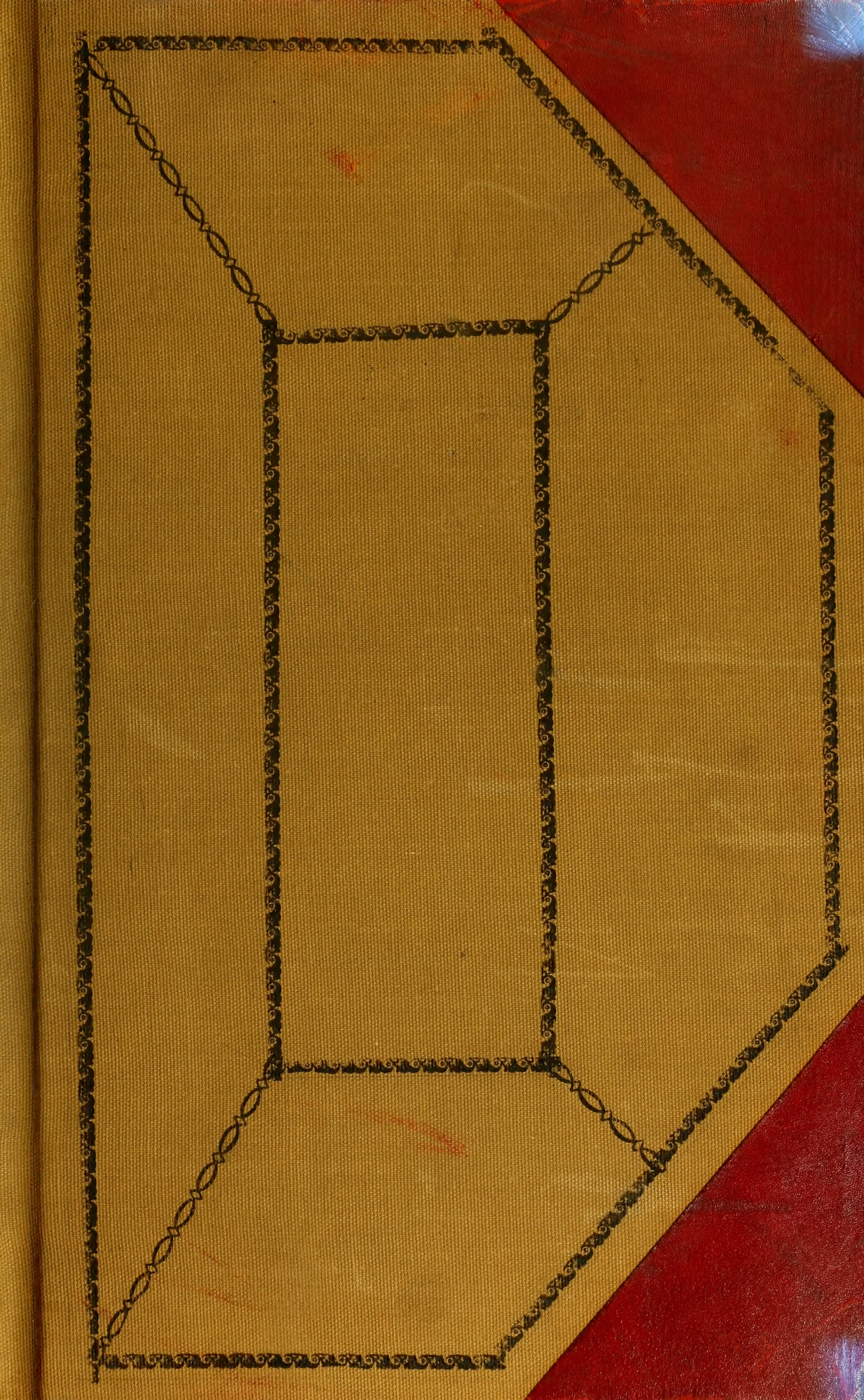

S-21

Records of the Court of Common Pleas
for the County of Hampshire from
May Term A.D. 1791 to September Term 1794
Inclusive

1.

Hampshire ss. Commonwealth of Massachusetts

At the Court of Common Pleas holden at Northampton within and for the County of Hampshire on the third Tuesday of May being the 17th day of said Month & from Day to Day to the 26th day of the said Month Anno Domini 1791

Justices of the said Court present
Eleazer Porter Esqr
John Bliss Esqr
Samuel Mather Esqr

Abraham Burbanks Esqr } Special Justices
Justus Ely Esqr
Wm Sylvester Esqr

Jury of Tryals
Wm Allis Foreman — Halfield
Joel Wright — Northa
Joel Chapin — Bernardston
Israel Nims — Conway
Jon Knapp — Cummington
Jon Clap — Easthampton
Solomon Bolkwood — Amherst
Jared Hawks — Charlemont
Reuben Smith Jun — Southfield
Elijah Risley — Granville
Thomas Shaver — Colrain
Josiah Rawson Jun — Warwick
Daniel Barlett } discharged as
Tim Edwards } superfluous jurors
John Holton absent & excused

In Case of Elijah Allen vs Nath Cobran Esq Jon Knapp & Jon Clap of the Jury were off & Zachaus Crosby & Joseph Lyman de Tal. were on.

In Case of Cooke vs Inhabitants of Halfield 7 & Wm Allis & Jared were off & Elisha Colton de Tal. was on & Sol Bolkwood was appointed Foreman

Continued Cases to this Term

Roberts vs Whitlow 30 Feb 2. 1789

Samuel Roberts of Simsbury in the County of Hartford & State of Connecticut Esq his Executor Plff vs James Whitlow of Granville in the County of Hampshire Yeom Deft in a Plea &c as is of Record heretofore — The said Parties now appear & the Defendant aforesaid now send into Court their Award viz That the Plffs Executor do recover against the said James the Sum of Two hundred Lawful Money Debt & the costs of Reference taxed at Eight Dollars & Eight Shillings & 7d & the Costs of Court to be taxed by the Court &c Whereupon it is considered by the Court that the said Executor in his said Capacity do recover against the said James Two hundred L Money Debt & Costs of Court & Reference taxed at L7 7.0 & Execution &c Execution Sept. 15. 1791.

Smith vs Shillaber Aug 30. 1789

Luther Smith of Petersham in the County of Worcester Yeoman Plff vs Calvin Shute late of Bridgewater in the County of Plymouth an absconding Debtor & Caleb Shute of Belchertown in the County of Hampshire Trustee of the said Calvin Defts in a Plea as is of Record heretofore &c — The Plff appears & the said Caleb the Trustee aforesaid also comes into Court & being admitted to defend Pro Suit They agree to refer this Case to the Determination of Ebenezer Mattoon Dwight Foster & Martin Kinsley Esqrs the Referees of them or any two of them to be final & be returned into this Court for Judgment to be made up & Execution if awarding — which Agreement of the Parties is made a Rule of this Court and it is considered by the Court that the Parties have Day here in Court until the first Tuesday of September next

Field & al vs Briggs Jul. 1789

Jonathan Field of Amherst in the County of Hampshire Yeoman & Sarah his Wife Plffs vs Nath Briggs of Shutesbury in the County aforesaid Yeoman Deft in a Plea as is of Record heretofore — The Plffs appear by Simeon Strong Esqr their Attorney & the Deft by Samuel Hinckley Esqr his Attorney comes & defends the Force & Injury when &c & says that the said Zachariah Israel & Joseph did each dispossess the said Demandants in Manner

and Farm as they in their Declaration have alledged & thereof puts himself
on the Country — And the Demandants likewise. Whereupon a Jury at
this Time returned impannelled & sworn as the Statute requires to try the
Issue, doth say upon their Oath that they find the said Zachariah Barnabel & Sophia
did not disseize the Pltfs as set forth in their Declaration — And therefore
it is considered by the Court that said Nathaniel do recover against the Defts
Jonathan & Sarah his Costs taxed at Six pounds seventeen Shillings & 1d
Whereupon the said Jonathan in his own Person now here in Court appeals
from the Judgement of this Court to the Supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire on the fourth Tuesday of
September next & he recognizes with Sureties as the Law directs for his pro-
secuting the same to Effect

Elijah Dickinson Gent. Elihu Dickinson Yeoman both of Hatfield & Abi-
ah Dickinson of Northfield Gent. all in the County of Hampshire Executors
of the last Will & of Abadiah Dickinson late of sd Hatfield dec. Pltfs v.
Andrew Abercrombie of Pelham in the County aforesd Yeoman Executor
of the last Will & of Robert Abercrombie late of sd Pelham Clerk deceased
Defts in a Plea &c as is of Record heretofore — And now it is considered
by the Court that this Case be continued to the next Term without Costs —

Dickinson & al
ex'rs
Abercrombie Ex'r
Aug 23. 1789

Elijah Dickinson Gent. Elihu Dickinson Yeoman both of Hatfield & Abi-
ah Dickinson of Northfield Gent. all in the County of Hampshire Executors
of the last Will & of Abadiah Dickinson late of Hatfield aforesaid deceased
Pltfs v. Thomas Hastings of Chesterfield in the County aforesaid Yeoman Adm.
on the Estate of Thomas Hastings late of sd Chesterfield Gent. deceased Defts
in a Plea &c as is of Record heretofore — The Pltfs being now three times
called to come into Court are nonsuited & the Defts appears & prays he
may be allowed his Costs — And it is considered by the Court that sd
Thomas do recover against the said Elijah Elihu & Abadiah the Executors
aforesaid his Costs taxed at Three pounds ninetein Shillings & 2d mills &c

same
v.
Hastings Adm.
Aug 24. 1789

Samuel Cates of Cape Elizabeth in the County of Cumberland Merch. Pltf
v. John Mathews of Colrain in the County of Hampshire Yeoman Deft in
a Plea as is of Record heretofore — The Parties appear & pray leave to continue
the Case without Costs to the next Term — and it is considered by
the Court that they accordingly have Day here in Court until the first
Tuesday of September next

Cates
v.
Mathews
Aug 13. 1789

Solomon Stoddard of Northampton in the County of Hampshire Esq. Pltf
v. Abigail Scott of Palmer in the same County Widow Ex'x of the last Will & of
William Scott late of sd Palmer dec'd Deft in a Plea as is recorded here-
tofore — The Parties appear & it is considered by the Court that they have
Day here in Court until the first Tuesday of September next

Stoddard Ex'r
v.
Scott Ex'x
Aug 12. 1789

William Clark of Sharon in the County of Litchfield & State of Connecticut
Yeoman Pltf v. Joshua Fuggs of Greenfield in the County of Hampshire Yeoman
Deft in a Plea &c as is recorded heretofore — The Pltf appears & the Deft
the three Times called to come into Court makes Default of Appearance
here — and it is considered by the Court that this Case be continued for Judg-
ment until the next Term the first Tuesday of September next

Clark
v.
Fuggs
Aug 18th 1789

Thomas Riddle of Chesterfield in the County of Hampshire — Willow of the Pltfs Pet.
Lilly White of Southampton in the County of Northampton & State of Massachusetts Bay
Ex'r of the last Will & of William White late of sd Easton in the County of Bristol dec'd
Deft in a Plea &c as is of Record heretofore — The Pltf being three times called to come
into Court is nonsuited & the Deft dismissed & the Case is dismissed

Riddle
v.
White Ex'r
Mar 31. 1790

Chandler Appt
vs
Gray Admx
Mar 112 1790

Nathaniel Chandler of Pelham in the County of Worcester Yeom. Appellant vs
Mary Gray of Pelham in the County of Hampshire Admx on the Estate of Isaac Gray
late of said Pelham Yeoman deceased Appellee &c as is of Record heretofore
the parties appear & on the Motion of the Appellee it is considered by the Court that
the said Parties have Day here in Court until the first Tuesday of September
next

Frost &c
vs
Seaward & al
Mar 1201 1790

Thomas Prentice of Cambridge in the County of Middlesex Esqr Plff & Enos Seaward
& Nathaniel Wakefield both of Granville in the County of Hampshire Yeomen
Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Con
tinuance of this Case without Costs to the next Term — and it is considered
by the Court that the s.d Parties accordingly have Day here in Court until the
first Tuesday of September next

Fitz &c
vs
Stephens
Mar 135 1790

Samuel Allyn Fitz of Boston in the County of Suffolk Esqr Plff & William
Stephens of Colrain in the County of Hampshire Esqr Deft in a Plea &c as is of
Record heretofore — Neither Party tho called appear in Court & the Action is
dismissed

M'Crellis
vs
Goodman &c
Mar 146 1790

William M'Crellis of Colrain in the County of Hampshire Yeoman Plff vs
Noah Goodman of South Hadley in the same County Esqr Deft in a Plea &c as is
of Record heretofore — The said Parties appear & their Witnesses by them heretofore cho
sen now send into Court their Award & that said William do recover against
said Noah Eighty pounds fourteen shillings & Costs of Witnesses taxed at twelve
pounds one shilling & six pence & Costs of Court to be taxed by the Court — Where
upon it is considered by the Court that said William do recover against the
said Noah eighty pounds fourteen shillings lawful money Damages & Costs of
Suit & Witnesses taxed at £17 1s 8 & thereof he may have his Execution after
May 24. 1791 as the Parties have agreed — Execution July 5. 1791

White Exor
vs
Bacon & al
Mar 162 1790

Philips White in the County of Northampton in the State of New Hampshire Esqr
Executor of the last Will & Testament of William White late of Boston deceased Plff & James
Bacon of Bernardston in the County of Hampshire Cooper & Thomas Riddle late
of Monson in the County of Hampshire Millwright Defts in a Plea &c as is of
Record heretofore — Neither Party tho called appear in Court & the Case is dismissed

Strong
vs
Moses & al
Sept. 4. 1790

Nehemiah Strong now resident at Newtown in the County of Fairfield
& State of Connecticut Esqr Plff vs Solomon Sloan late of Greenwich in the
County of Hampshire Yeoman & Lebbeus Child of
the s.d Greenwich Yeoman Trustee to the s.d Solomon Defts in a Plea &c as is of Record
heretofore. The Plff appears & the said Solomon tho three Times publicly called to come
into Court makes Default of Appearance here Wherefore it is considered
by the Court that said Nehemiah do recover against the s.d Solomon Ninety six
pounds four shillings lawful money Damages & Costs of Suit taxed at
£2 2s 6d & Interest — Execution July 1st 1791

Lyon
vs
Lyon
Sept. 12. 1790

Lemuel Lyon of Goshen in the County of Hampshire Yeoman Plff & Silva
nus Lyon of the same Goshen Yeoman Deft in a Plea &c as is of Record here
tofore — The Plff appears & the Deft tho three Times called to come into Court
makes Default of Appearance here — Therefore it is considered by the Court
that said Lemuel do recover against the s.d Silvanus Eighty pounds eighteen shil
lings lawful money Damages & Costs of Suit taxed at £1 1s 9 — Whereof he

[illegible] of Northampton in the County of Hampshire Lieut. Plff [illegible]
[illegible] in the County Physician [illegible] Deft [illegible]
[illegible] Thomas Clarkson Wadsworth [illegible]
[illegible] Yeoman [illegible]
[illegible] 1790 [illegible] The Plff appears & the said Deft tho three Times
[illegible] Court makes Default [illegible]

called to come into Court [illegible] his Default of appearance here — Wherefore it is considered by the Court that said [illegible] do recover against the said [illegible] and Costs of Suit taxed at £2..15..1 & thereof &c

Moore v Wells Sepr 26. 1790

William Moore of Greenfield in the County of Hampshire Gentⁿ Plff v [illegible] Wells of Bernardston in the same County Yeoman Deft in a Plea as is of Record heretofore — The Plff appears & the Deft tho' thrice solemnly called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said William do recover against said [illegible] Thirty two pounds nineteen shillings & eight pence [illegible] Damages & Costs of Suit taxed at £3..10..7 & thereof &c. [illegible] 5. 1791

Ritter v Smith Sepr 28. 1790

William Ritter of Bernardston in the County of Hampshire Yeoman Plff v Marshall Smith of Hadley in the same County Yeoman Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to refer this Case with all Demands to the Determination of John Hastings David Sexton Esqrs & Oren Smith the award of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued accordingly & in Case either party shall neglect to appear before sd Referees on due Notice they may proceed ex Parte — Which said Agreement of sd Parties is made a Rule of this Court in this Case & it is considered that they have Day here in Court until the first Tuesday of September next

Clarke Appt v Cutler Appe Sepr 29. 1790

John Clark of Greenfield in the County of Hampshire Gentⁿ Appellt v Robert Cutler of Amherst in the same County Physician Appellee &c as is of Record heretofore — The Plff viz the sd John appears by Wm Coleman Gentⁿ his Atty & the said Robert by Ephrm Williams Gentⁿ his Atty comes & defends the Force & Injury when &c & for Plea saith he never promised the Plff in Manner & Form as in his Declaration he hath alledged & thereof puts himself on the Country & the Plff likewise — Whereupon a Jury at this Term returned impanelled & sworn to try the Issue declare upon their Oath that they find the Appellee did not promise in Manner & Form as set forth in the Declaration — Whereupon it is considered by the Court that said Robert do recover against the said John his Costs taxed at Two pounds nine shillings & 11d & thereof &c Execon issd July 1. 1791 —

Oliver Esqr v Bancroft Sepr 30. 1790

Andrew Oliver of Marblehead in the County of Essex Esqr Plff v Enoch Bancroft of Granville in the County of Hampshire Gentⁿ in a Plea &c as is recorded heretofore — The Parties appear & agree to a Continuance of this Case without Costs to the next Term — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Leavitt & al v Welsh Sepr 30. 179

Thaddeus Leavitt & Asahel Hathaway both of Suffield in the County of Hartford & State of Connecticut Traders Plffs v Thomas Welsh of Pelham in the County of Hampshire Trader Deft in a Plea as is of Record heretofore The Plffs appear by William Lyman Esqr their Atty & the Deft by Simeon Strong Esqr his Atty comes & defends &c & says that the Declaration of the Plffs & the Matters therein contained are insufficient in Law & that the same Declaration & the Matters therein contained the said Thomas is not holden by Law to answer & this he is ready to verify — wherefore he prays Judgment of the same Declaration & Judgment for his Costs — And the sd Thaddeus and Asahel reply & say that the Declaration aforesaid & the Matters therein contained are good & sufficient in Law & thereof [illegible] Judgment — Whereupon

All & singular the Premises being seen & by the Court understood, & hearing to the Court that the Plea & Demurrer of the said Thomas by him pleaded & the Matters therein contained is an insufficient answer to the Declaration of the said Plaintiffs and intended & sought only to preclude them from having & maintaining their said Action &c. Therefore it is considered that the Plff do recover against the said Thomas Seven pounds six shillings & eight pence lawful Money Damages & Costs of Court taxed at &c. Whereupon the Pt Thomas by his said Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the Pt County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for Pt Thomas prosecuting the same to Effect

Doolittle &c vs Munroe Sept. 59. 1790

Simeon Ferry of Waterbury in the County of Litchfield & State of Connecticut Yeoman & Philemon Doolittle of Blanford in the County of Hampshire Yeoman Plffs vs David Munroe of Northbro' in the County of Worcester Yeoman & Elizabeth his wife Heirs of Sarah Boyce late of Charlestown in the County of Middlesex Widow dec'd Defts in a Plea de &c as is of Record heretofore &c. The Parties appear & agree to a Continuance of this Case without Cost to this next Term and it is considered by the Court that the said Parties have Day herein Court until the first day of September next

Morley vs Dickinson Sept. 63. 1790

Isaac Morley of West Springfield in the County of Hampshire Yeoman Plff vs Richard Dickinson Esq of Granville in the same County Yeoman Deft in a Plea de &c as is of Record heretofore &c. Neither Party the called appear in Court & this Action is dismissed

Stoddard & Ed vs Snell & Edal Sept. 73. 1790

John Stoddard of Northampton in the County of Hampshire Merch Plff vs Ebenezer Snell Esq & Reuben Beal Yeoman both late of Hunington in the County aforesaid Defts in a Plea de &c as is of Record heretofore &c. The Plff appears, and the said Ebenezer one of the Defts & who only has been summoned being now three times publicly called to come into Court & make Default of Appearance here &c. Wherefore it is considered by the Court that said John do recover against said Ebenezer Twenty four pounds two shillings lawful Money Damages & Costs of Court taxed at £2-6-0 &c. After all which the said Ebenezer by Samuel Hinckley Esq his Atty comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for said Ebenezer prosecuting his said Appeal with Effect &c.

Stoddard & Ed vs Cowden Sept. 74. 1790

Solomon Stoddard of Northampton in the County of Hampshire Esq Plff vs James Cowden of Pelham in the same County Yeoman Deft in a Plea &c as is of Record heretofore &c. The Plff appears & the Deft the three times called to come into Court make Default of Appearance here &c. Wherefore it is considered by the Court that Pt Solomon do recover against said James Twenty eight pounds eleven shillings & three pence of lawful Money Damages & Costs of Suit taxed at £2-17-0 &c. After which the said James by Deac Foster Jun his Atty comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for Pt James prosecuting his Pt Appeal with Effect &c.

John Taylor of North boro in the County of Worcester Yeoman Pltff vs Elias Newell of Bernardston Husbandman otherwise called Yeom Deft in a Plea de as is of Record heretofore — The Pltff appears & the Deft the three Times publickly called to come into Court make Default of Appearance here Wherefore it is considered by the Court that John do recover against said Elias Five hundred & five pounds ten shillings & ten pence lawful Money Damages & Costs of Suit taxed at £6 3 10 & Execution &c Sept. 75 1790 Taylor vs Newell

Boston May 28 1791

Graham vs Darling & al Sept. 80 1790

William Graham of Middlefield in the County of Hampshire Yeoman Pltff vs Ebenezer Darling of Palmer in the County aforesaid Yeoman Caleb Hammon Innkeeper & Samuel Fairbanks Deputy Sheriff both of Belchertown in the County aforesaid Defts in a Plea de as is of Record heretofore — The Pltff appears by John Taylor Gent. his Attorney & the Defts by Simeon Strong Esq. their Attorney come severally & say they are not guilty in Manner & Form as the Pltff in his Declaration hath alleged & thereof put themselves on the Country & the Pltff likewise — & Curia advisare vult & the Court being not sufficiently informed & Doubt to try the Issue, declare upon their Oath that they find the said Defts are guilty & assess Damages for the Pltff of Ten pounds — Wherefore it is considered by the Court that said William do recover against the said Ebenezer Caleb & Samuel Ten pounds of lawful Money Damages & Costs of Suit taxed at £2 14 2 1 — Whereupon the said Defts by Samuel Fairbanks one of them & Great Power the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he acknowledges with Surties for their Appearance to prosecute their said Appeal with Effect as by said Recognizance appears

Eaton vs Patrick Sept. 84 1790

Comfort Eaton of Chesterfield in the County of Hampshire Yeom. Pltff vs James Patrick of Goshen in the same County Yeoman Deft in a Plea de as is of Record heretofore — The Pltff appears & the Deft the called makes Default of Appearance here Wherefore it is considered by the Court that said Comfort do recover against said James

Whitney vs Roberts & al Sept. 92 1790

Daniel Whitney of Warwick in the County of Hampshire Husbandman Pltff vs Abraham Roberts late of said Warwick absconding Debtor & John Moore of said Warwick Husbandman Agent & Trustee of said Abraham Defts in a Plea de as is of Record heretofore — The Pltff appears & the said Abraham the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Daniel do recover against said Abraham

Nash Appt vs Giles Appe Sept. 94

Benjamin Nash of Shelburne in the County of Hampshire Yeoman Appellant vs John Giles of Charlemont in the same County Yeoman Appellee in a Plea de as is of Record heretofore — The Pltff being three Times called in Court the Deft Defaulted & the Action is dismissed

Greenwood Appt vs Sellon Sept. 100 1790

The Inhabitants of the first Parish in Greenwich in the County of Hampshire Appellants vs John Sellon of Hardwick in the County of Worcester Clerk in a Plea de as is of Record heretofore — The said Parties being severally called to come into Court make Default thereof — and the Action is dismissed

Bowdoin & Boies
Sept. 183 1790

James Bowdoin of Boston in the County of Suffolk & Pltff vs Joel Boies of Blanford in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore the Parties appear & agree that this Case be continued under the Rule of Reference heretofore entered into until the next Term & then is considered by the Court that they have Day here in Court until the first Tuesday of September next

Dickinson & al Exr vs Smith Admr
Sept. 106. 1790

Elijah Dickinson Gentn Elihu Dickinson Yeomn & Obadiah Dickinson Gentn Executors of the last Will &c of Obadiah Dickinson late of Halfield in the County of Hampshire deceased vs Mary Smith of Halfield aforesaid Admr on the Estate of Samuel Smith late of Halfield deceased Deft in a Plea &c as is of Record heretofore — The Pltff being called are Nonsuit the Deft defaulted & the Case is dismissed

Munroe & al vs Gibbs
Sept. 189 1790

David Munroe of Northbore in the County of Worcester Gentn & Elizabeth his Wife Pltff vs Elijah Gibbs of Blanford in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The Parties appear & agree that this Case be continued under the Rule of Reference heretofore entered into until the next Term & then is considered by the Court that they have Day here in Court until the first Tuesday of September next

Sheldon vs Fowler
Sept. 120. 1790

William Sheldon of Westfield in the County of Berkshire Yeoman Pltff vs Bildad Fowler of Westfield in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The Pltff appears & it is considered by the Court that this Case be continued under the Rule of Reference heretofore entered into that the Pltff may have Opportunity to notify the Deft Admr &c until the first Tuesday of September next

Jacobs vs Kendall
Sept. 121 1790

John Jacobs of Athol in the County of Worcester Yeoman Pltff vs Levi Kendall of Warwick in the County of Hampshire Husbandman Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft the three Juries called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said John do recover against said Levi Nine pounds four shillings & four pence Lawful Money Damages & Costs of Suit taxed at £4 4s 0d & thereof &c

Execution July 6. 1791

Wood & Appt vs Clarke Appee
Sept. 20 1791

Samuel Wood of Lancaster in the County of Worcester Gentn & David Cooper son of Rockingham in the County of Windham & State of Vermont Gentleman Appellants vs George Clarke of Colrain in the County of Hampshire Husbandman Appellee in a Plea &c as is of Record heretofore — The said Parties appear & agree to refer this Case to the Judgement & Determination of Douglas Ashley Esqr Martin Kinsley Esqr & Stephen Pelton Esqr the award of them or any two of them to be returned into this Court & Judgement to be made thereon to be final to be entered into the Court & Execution to issue according to Agreement of the Parties & is made a Rule of this Court & it is considered that they have Day here in Court until the first Tuesday of September next

Thompson vs Bellows
Sept. 49. 1790

Benjamin Thompson of Ware in the County of Hampshire Husbandman Pltff vs Joseph Bellows of Westborough in the County of Worcester Husbandman Deft in a Plea &c as is of Record heretofore — The Parties appear & the Defendant by Plea heretofore entered now and into Court that Award Execution the award the said Benjamin Thompson from pounds seven shillings & two pence Lawful Money to pay the Costs of the Suit & ninepence 8 &c — Whereupon it is considered by the Court that said Benjamin do recover against the said Joseph £4 7s 2 Damages & Costs of Court & Disbursements taxed at £[illegible] & thereof &c

Execution Sept. 9th 1791

Ebenezer Parsons of Goshen in the County of Hampshire Gent. Pltff Elisha Porter of Hadley in the same County Esq. & Thomas Dickinson of the County Deft in a Plea &c as is of Record heretofore. The Pltff appears & the Deft tho' three times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ebenezer do recover against the said Elisha Nine Pounds one shilling & ten pence of lawful Money Damages & Costs of Suit taxed at £ 3.14.9 & Thanks &c. Execution June 14. 1791

Parsons vs Porter & al Sept. 15. 1790

Stephen Belding of Winchester in the County of Cheshire & State of New-Hampshire Husbandman Admr on the Estate of Aaron Whitney late of Northfield in the County of Hampshire deceased Pltff vs. Caleb Lyman of Northfield aforesaid Yeoman & Deputy Sheriff Deft in a Plea &c as is of Record heretofore. The said Parties appear & agree that this Case be continued to the next Term & that Judgment be then final — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Belding Admr vs Lyman Sept. 16. 1790

Samuel Cooper Schoomaker of Boston in the County of Suffolk Gent. Pltff vs John Clark of Greenfield in the County of Hampshire Husbandman Deft in a Plea &c as is of Record heretofore — The said Parties appear and agree to a Continuance of this Case to the next Term & that Judgment be then final — Whereupon it is considered by the Court that the said Parties have Day here in Court until the first Tuesday of September next

Schoomaker vs Clark Sept. 16. 1790

Isaac Davenport & John M'Lean both of Boston in the County of Suffolk Merchts & Co Partners in Trade Pltffs vs Artemas Baker late of Northfield in the County of Hampshire Gent. Deft in a Plea &c as is of Record heretofore — The Pltffs appear & the Deft tho' called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Isaac & John do recover against the said Artemas Twenty one pounds Seventeen shillings & four pence lawful Money Damages & Costs of Court taxed at £ 6.3.7 & Thanks &c. Execution May 28 1791

Davenport & al vs Baker Sept. 16. 1790

Silas Gill of Concord in the County of Middlesex Husbandman Pltff vs Reuben Smith of Northfield in the County of Hampshire & Asher Doolittle late of s.d Northfield Gent. Defts in a Plea &c as is of Record heretofore — The Pltff being called to nonsuit the Defts defaulted & the Action is dismissed

Gill vs Smith & al Sept. 17. 1790

Abraham Roberts of Pulham in the County of Windham & State of Vermont Yeoman Pltff vs. Seth Roberts late of Bernardston in the County of Hampshire Yeoman an absconding Debtor & John Moore of Evans in in our County of Hampshire Gent. &c to s.d Seth Deft in a Plea &c as is of Record heretofore — The Pltff appears & the s.d Seth tho' three times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s.d Abraham do recover against the said Seth Six pounds sixteen shillings & ten pence of lawful Money Damages & Costs of Suit taxed at £ 3.19.5 & Thanks &c. Execution May 28 1791

Roberts vs Roberts & al Sept. 17. 1790

Maltoon
vs
Dickinson & al
Sept. 7th 1790

Samuel Maltoon of Northfield in the County of Hampshire Physician Plff
vs Moses Dickinson late of Northfield aforesd Yeoman an absconding Debtor &
Moses Dickinson Junr of the Same Northfield Yeoman Deft in a Plea &c as is of Record
hereto fore — The Plff appears & the Ds Moses the three
Juries publicly called to come into Court make Default of Appearance here
Wherefore it is considered by the Court that Ps Samuel do recover against
the said Moses

Clark
vs
Eddy
Sept. 18th 1790

Seth Clark of Wilbraham in the County of Hampshire Yeoman Plff Charles
Eddy of the Same Wilbraham Yeoman Deft in a Plea &c as is of Record
hereto fore — The Parties appear & the Referees by them here to fore chosen now
send into Court their Award — "That said Seth shall recover of Ds Charles
"Six pounds Sixteen shillings & nine pence one farthing & Cost of the
"Reference amounting to £1 1 16 10 & Cost of Court to be taxed by the Court"
Whereupon it is considered by the Court that said Seth do recover against
said Charles £6 16 9¼ lawful Money Damages & Cost of Court & Reference
being £4 18 7 & Execution &c
Execution May 30. 1791

Clark
vs
Eddy
Sept. 18th 1790

Seth Clark of Wilbraham in the County of Hampshire Yeoman Plff Charles
Eddy of the Same Wilbraham Yeoman Deft in a Plea &c as is of Record
hereto fore — The Parties appear & the Referees by them here to fore chosen now
send into Court their Award viz That Seth shall recover of the said Charles
Six pounds Sixteen shillings & nine pence Damages & Cost of Reference amo
unting to Two pounds & Cost of Court to be taxed by the Court — Whereupon
it is considered by the Court that Seth do recover against the said Charles
£6 16 9 lawful Money Damages & Cost of Court & Reference being £5 0 5
& Execution &c
Execution May 30. 1791

Myers & al
vs
Root & al
Sept. 15th 1790

James Ryer William Leach & Thomas Dwight all of Springfield in the Coun
ty of Hampshire Yeoman & Sarah Dwight of Rockbridge in the County of Berkshire
Yeoman Plffs vs Solomon Root late of Norwich Yeoman an absconding Debtor &
Noah Pixley of Chester in the County of Hampshire Yeoman Agent of the Said Solomon
Deft in a Plea &c as is of Record hereto fore — The Plffs appear & the D
Solomon the three Juries called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the Plffs do recover against
said Solomon Nine pounds one shilling & ten pence lawful Money Damages
& Cost of Court taxed at £4 0 0 & Execution &c
Execution Mar 30th 1791

Lane &
vs
Gragg
Sept. 19th 1790

John Beaureau of Palmer in the County of Hampshire Yeoman Plff Noah
Gragg of Colrain in the Same County Husbandman Deft in a Plea &c as is
of Record hereto fore — The Parties appear and agree to a Continuance of
this Case under the Rule of Reference heretofore entered into, until the next
Term — And it is considered by the Court that Leave have Day here in
Court until the first Tuesday of September next

Murray
vs
Pease
Sept. 20th 1790

John Murray of Tyndersbro in the County of York & Province of Nova Scotia
Esqr & Ann Jonathan Wise of Norwich in the County of Hampshire the Yeoman
Defts in a Plea &c as is of Record hereto fore — The Parties appear & the Plff moves for
a Continuance on Terms — [illegible] considered by the Court that
said Parties have Day here in Court until the first Tuesday of September next

Levi Wells Yeoman & Reuben Wells of Greenfield in the County of Hampshire Plffs
vs Henry Porter Gent. & Jonathan Dewight Yeoman both of Northampton in the County
aforesaid Deffts in a Plea &c as is of Record heretofore — The Parties appear & agree
to a Continuance of this Case to the next Term — And it is considered by the Court
that they have Day here in Court until the first Tuesday of September next

Wells &c
vs
Porter &c
Sept. 20d. 1790

Edward Brown of Bradford in the County of Addison & State of Vermont
Yeoman Plff vs Solomon Strides in the County of Hampshire Husbandman Deft in a Plea &c as is of Record heretofore — The Parties appear &
the Referees by them heretofore chosen now send unto Court their Award viz.
That said Edward do recover of Solomon Seventeen Shillings & Costs of
Suit & Reference to be taxed by the Court Costs of References Time & Atten
dance being Thus &c — And thereupon it is considered by the Court
that said Edward do recover against the said Solomon Seventeen Shillings
& Lawful Money Damages & Costs of Court & Reference taxed at £2.11.9
& therefor &c

Brown
vs
Strides
Sept. 22d. 1790

Exonerist July 22d. 1791

John Paulk of Granby in the County of Hampshire Yeoman and Abigail
his Wife Plffs vs Elisha Porter of Hadley in the County of Hampshire
Esqr & Sheriff of said County Deft in a Plea &c as is of Record heretofore
The Plff appears by George Bliss Gent. his Att. & the Deft by Simeon
Strong Esqr his Att. comes & defends &c & for Plea saith that the said
Moses is not guilty in Manner & Form as the said Plffs in their De
claration have alleged & thereof puts himself on the Country and
the Plff likewise does the same — & Jury all this Time returned
impannelled & sworn to try the Issue declare upon their Oath that
they find the said Moses is guilty as set forth in the Declaration and
assess Damages further Plff's Costs Thirty five pounds ten Shillings and
one Penny — Whereupon it is considered by the Court that said
John & Abigail do recover against the said Elisha £35.10.1 Law
ful Money Damages & Costs of Suit taxed at £5.4.9 Whereupon the
said Elisha in his own Person here in Court appeals from the Judg
ment of this Court to the Supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire on the fourth Tues
day of September next & he recognizes with Sureties for his pros
ecuting the same to Effect

Paulk & al
vs
Porter &c
Sept. 22d. 1790

Jonathan Dwight of Northampton in the County of Hampshire Yeoman
Plff vs Abner Fowler of Southwick in the same County Yeoman Deft in a
Plea &c as is of Record heretofore — The Plff being called is nonsuited
& Deft defaulted & the Action is dismissed

Dwight
vs
Fowler
Sept. 22d. 1790

Silvanus Ward of Orange in the County of Hampshire Yeoman Plff vs
William Ward of Weston in the County of Middlesex Physician Deft in
a Plea &c as is of Record heretofore The Parties appear & agree to a
Continuance of this Case to the next Term And it is considered by
the Court that they have Day here in Court until the first Tuesday of
September next

Ward
vs
Ward
Jan. 4. 1791

Samuel Dickinson of Brattleboro in the County of Windham & State of
Vermont Gent. Appellt vs Joel Thayer of Orange in the County of Hampshire Yeoman
Husbandman Appe in a Plea &c as is of Record heretofore The Parties appear
& agree to a Continuance of this Case to the next Term And it is consider
ed by the Court that they have Day here in Court until the first Tuesday
of September next

Dickinson Appt
vs
Thayer Appe
Jan. 5. 1791

Walker
vs
Bingham
Jan 6. 1791

Timothy Walker of Northampton in the County of Hampshire Yeoman Pltff vs Isaac Bingham late of South Hadley in the County aforesaid Trader an absconding Debtor & Noah Goodman of the same South Hadley Esq. Agent & Trustee to said Isaac Deftts in an Plea &c as is of Record here before — The Pltff appears, and the said Noah the Agent & Trustee aforesaid also comes into Court and being sworn as the Statute in such Case provided directs, and being asked Had you at the Time of the Service upon you in the present Case any Goods Effects or Credits of Isaac Bingham in your Possession — made Answer — At the Time of the Service aforesaid I owed the said Bingham the Sum of Fifty five pounds payable in Neat Cattle for which he had my Notes of Hand & signed his Name thereto — And it is considered by the Court that this Case be continued to the first Tuesday of September next

Barrah Exx
vs
Moseley Exx
Jan 7. 1791

Sarah Barrah of Boston in the County of Suffolk Widow Executrix of the last Will & Testament of John Barrah late of s. Boston dec.d Pltff vs Hannah Moseley of Westfield in the County of Hampshire Exx of the last Will &c of John Moseley late of s. Westfield dec.d Deft in a Plea &c as is of Record here before — The Pltff appears & the Deft the three times publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Sarah in her s. Capacity do recover against the said Hannah in her s. Capacity Two hundred & Thirty three pounds & eight pence of lawful Money Damages & Cost of Suit taxed at £233 10 9 & Execution &c
Execution s. June 22d 1791

Bradish
vs
Bassington
Jan 8 1791

Joseph Bradish of Hamington in the County of Hampshire Yeoman Pltff vs Samuel Bassington of Worthington in the same County Gent.n Deft in a Plea &c as is of Record here before — The said Parties appear & agree to refer this Case to the Determination of Ebenezer Snell William Lyman & Ebenezer Mattoon Esq.rs the Award of them or any two of them to be final to be returned into this Court & Judgment to be made up & Execution issued accordingly — And now at this same Term the said Referees bring into Court their Award Viz.t That the said Samuel Bassington is not entitled to said Joseph Bradish, but that said Joseph pay the said Samuel the Costs of this Court taxed by the Court &c — And thereupon it is considered by the Court that s. Samuel do recover against the said Joseph his Costs taxed at £ & Execution &c

Allen
vs
Coleman
Jan 11 1791

Elijah Allen of Northampton in the County of Hampshire Gent.n Pltff vs Nathaniel Coleman of Shirley in the same County Constable Deft in a Plea &c as is of Record here before — The Pltff appears & the Deft the three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Elijah do recover against the said Nathaniel the Costs of this suit taxed at £ & Execution &c
Execution s. June 13th 1791

Lane
vs
Lane
Jan 13 1791

Elijah Allen of Northampton in the County of Hampshire Gent.n Pltff vs Nathaniel Coleman of Shirley in the same County Constable &c Deft in a Plea &c as is of Record here before — The Pltff appears by Simeon Strong Esq.r his Atty and the Deft by George Bishop Gent.n his Atty comes and as to the taking and detaining one of the Horses in the Pltff's Declaration mentioned to wit one dark red Horse acknowledges the action of the Pltff & does not deny the taking of the same Horse & as to the taking & detaining the residue of the Goods & Chattels in the Pltff's Declaration mentioned defends the Force & Injury when &c & says that the said Elijah ought not to have or maintain his action aforesaid against him because he says that at the time of the supposed taking of the Goods & Chattels last mentioned & each thereof he was possessed thereof as his Property of the same Goods & Chattels was in the Tenure of Simeon Allen and living & dwelling in the said Elijah's house in

his Writ has suppoved and this the Pltff Nathaniel is ready to verify
Wherefore he prays Judgement & Return of the Goods & Chattels aforesaid
except the said first mention'd Cow to be adjudged him —

And the said Elijah says that for anything above alledged by the Pltff Nath
aniel he the said Elijah ought to be precluded from having his Action
aforesaid as to the taking & detaining the said Residue of the said Goods &
Chattels because he says that at the time of the supposed taking of the same
Goods & Chattels, the property of the same Goods & Chattels was in him the
said Elijah Allen and this he prays may be enquired of by the Country
And the said Nathaniel likewise — Upon which issue returned
is sworn according to the Statute in such case provided, to try the issue joint
ly upon their Oath that they find that the Property of the said Residue of
the said Goods & Chattels was in the said Elijah Allen & find Damages
for the said Elijah at two shillings — and thereupon it is considered
by the Court that said Elijah do recover against said Nathaniel Two shillings
of their Money Damages & Costs of Suit taxed at £ 13.15.7 —
Whereupon the said Nathaniel by Samuel Hinckley Esq his Attorney appeals
from the Judgment of this Court to the Supreme Judicial Court to be
held at Springfield in & for the County of Hampshire on the 1st Tues
day of September next & he recognizes with Sureties for said Nath. &
prosecuting the same to Effect —

Noah Goodman Esq. of South Hadley in the County of Hampshire Esq. Goodman
Pltff vs Samuel Prentice of Northfield in the County aforesaid Physician Prentice
Deft in a Plea &c as is of Record heretofore — The Pltff appears & Jan 13. 1791
it is considered by the Court that this Case be continued for Judg
ment until the first Tuesday of September next —

Commonwealth of Massachusetts } vs Samuel Prentice of Northfield in the County of Hampshire Physician — Commonwh
vs Saml Bolkwood of Conway in the same County Innholder — vs Prentice
vs George Dickinson of Conway aforesaid Trader — Jan 14. 1791
vs Daniel Fisher of Deerfield in s County Trader — Bolkwood
vs Ephraim Clap of Deerfield aforesaid Taylor five — Jan. 15. 1791
several Cases defaulted heretofore, all which are by the Court now — Dickinson
continued to the first Tuesday of September for Judgment, — Jan 16. 1791
afterwards Noah Goodman Esq. Collector of Excise &c on behalf of — Fisher
the Commonwealth acknowledges Satisfaction of Judgment in the suit — Jan 17. 1791
vs Daniel Fisher — Clap
Jan 20. 1791

Commonwealth of Massachusetts vs. James Leland & Isa Felden — James
as is of Record at the last Term, Noah Goodman Esq. Collector — Leland
of Excise in the County of Hampshire now appears on behalf of the — Felden
Commonwealth by John Taylor Gent. his Att. & the said James & Isa — Jan 18. 19. 1791
the Defts also come into Court & move for a Continuance of their
respective Cases until the next Term — And it is considered by
the Court that the said Cases be accordingly continued until the first
Tuesday of September next —

Dudley Atkins Tyng of Newbury port in the County of Essex Esq. & John — Tyng & al
Barrell of Springfield in the County of Middlesex Gent. Executors of the — Charles
last Will & Testament of John Winslow late of Dunstable in s County — Jan 21. 1791
of Middlesex Esq. deceased Pltffs vs Jonathan Charles of Brimfield in the
County of Hampshire Gentleman Deft in a Plea &c as is of Record heretofore

The Plff appear & the Deft tho three times lawfully called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Plff in Plea aforesaid Debt do recover against the said Charles One hundred pounds sixteen shillings & four pence of Lawful Money Debt & Costs of Suit taxed at £5-14-0 Execution May 27. 1791

Michells v Carpenter Jan 22. 1791

Isaac Michells of Springfield in the County of Hampshire Gent. Plff & Daniel Carpenter of South Springfield in the same County Blacksmith Defdt in a Plea &c as is of Record heretofore The Plff being called is Nonsuit the Defdt defaulted & the Case is dismissed

Chapin v Ward Jan 23. 1791

Justin Chapin of Monson in the County of Hampshire Husbandman Plff. Nathan Ward of Springfield in the same County Husbandman Deft in a Plea &c as is of Record heretofore — The Plff being called is Nonsuit the Deft defaulted & the Action is dismissed

Shearer Appt v Smith Appd Jan 24 1791

David Shearer of Palmer in the County of Hampshire Yeoman Appellt & Eli Smith of Providence in the County of Providence & State of Rhode Island Student in a Plea &c as is of Record heretofore — The said Parties appear & agree to a continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Lumbton Exr Appellt v Scott Exr

John Lumbton of Ware in the County of Hampshire Gent. Executor of the last Will &c of Dunphir Lumbton late of Palmer in the same County Yeoman deceased Appellt & Abigail Scott of Palmer aforesaid Widow Exr of the last Will &c of William Scott late of Palmer dec.d Appellee in a Plea &c as is of Record heretofore — The Parties appear & the Papers by them chosen now rend into Court thereon & it is That the s.d John pay to s.d Abigail Four pounds ten shillings Lawful Money in full of all Demands & Costs of Reference taxed at One pound five shillings & two pence & Costs of Court to be taxed by the Court &c — Whereupon it is considered by the Court that the said Abigail do recover against the s.d John in his said Capacity Four pounds ten shillings Lawful Money Damages & Costs of Suit & Reference being & & thereof &c

Jones v Porter Gr Jan 26. 1791

Joseph Jones of Western in the County of Worcester Gr.n Plff & Eli Porter of Hadley in the County of Hampshire Gr.r & Sheriff of s.d County Deft in a Plea &c as is of Record heretofore — The Plff being called to come into Court is Nonsuit the Deft defaulted & the Action is dismissed

Swift v Pepper Jan 27. 1791

Samuel Swift of Ware in the County of Hampshire Yeom.n Plff & Jacob Pepper of Ware aforesaid Yeom.n Deft in a Plea &c as is of Record heretofore — The Plff being called to come into Court is Nonsuit the Deft defaulted & the Action is dismissed

Pomroy v Stiles Jan 30. 1791

Daniel Pomroy of Northampton in the County of Hampshire Gr.r Plff & Samuel Stiles of the same Northampton Gent.n Defdt in a Plea &c as is of Record heretofore — The Plff appears & the Deft tho three times lawfully called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Daniel do recover against the s.d Samuel Forty one pounds five shillings & four pence Lawful Money Damages & Costs of Suit taxed at £41-16-3 & thereof &c Execution May 31. 1791

Gillett v Gillett Jan 31. 1791

Giles Crocker Gillett of Stratfield in the County of Hampshire Physician Plff & Reuben Graves of Stratfield in the same County Executor of the last Will of Nathan Graves late of Stratfield in the Deft in a Plea &c as is of Record heretofore & the Plff appears by s.d Porter his Atty & the Deft by Elisha Strong Esq.r his Atty come & defend the Action & [illegible] in manner & form as the Plff [illegible] the Court [illegible] And the Plff [illegible]

A Jury at this Term returned impannelled as the Law directs in such Cases & sworn to try the Issue joined upon their Oath that the said Defendant is not guilty as set forth in the Declaration and assess Damages for the Plaintiff Compounds whereupon it is considered by the Court that the said Giles do recover against the said Reuben in his Capacity Compounds of Land & Money Damages & Costs of Suit taxed at £4.7.11 — Whereupon the said Reuben by Saml Hinckley his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be held at Springfield in & for the said County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for the Reuben prosecuting his Appeal with Effect.

Samuel Wright of Hadley in the County of Hampshire Husbandman Plff vs Silas Wright of Amherst in the same County Doctor in Plea &c as is of Record heretofore — The Plff appears by Moses Bliss Esq his Attn & the Deft by Seneca Strong Esq his Attn comes & defends the Force & Injury when &c & says that the said Samuel ought not to have or maintain his Action against him because he says at the Time of the taking of the Oxen aforesaid supposed to be the Property of the said Oxen was in him the said Silas & not in the said Samuel & this he is ready to verify wherefore he prays Judgment & a Return of the said Oxen to be adjudged to him — And the said Samuel says that he ought not to be precluded from having & maintaining his said Action against him the said Silas by any thing by said Silas in his said Plea alleged because he says that the Property of the said Oxen at the Time of taking them was in him the said Samuel & this he prays may be enquired of by the Country And the said Silas likewise — After all which, it is adjudged by the Court that this Action be dismissed at the Motion of the Deft for the insufficiency of the Declaration — Whereupon the said Samuel by E. Porter Gent his Attn appeals from the Judgment of this Court to the Supreme Judicial Court to be held at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law requires for the Samuel prosecuting his Appeal with Effect &c

Wright vs Wright Jan 30 1791

Solomon Dewey of Westfield in the County of Hampshire Cordwainer Plff vs Thomas Ingersol Gent & Moses Hopkins Gent both of Great Barrington in the County of Berkshire Defts in Debt in a Plea &c as is of Record heretofore — The Plff appears by Moses Bliss Esq his Attn & the Defts by Williams Gent their Attn comes & defend the Force & Injury when &c & asserting to themselves the liberty of making any wager of Law do say that they never promised the said Solomon in Manner & Form as he in his Declaration aforesaid hath alleged against them & of this they put themselves on the Country — And the Plff consenting to the Defendants Plea aforesaid & the Matters therein are duly insufficient in Law to preclude him from having & maintaining his Action against them & he is under no Necessity nor bound by the Law of the Land to make any answer to this he is ready to verify wherefore for want of a sufficient Plea he prays Judgment that his Damages & Costs may be adjudged him & the said Thomas & Moses say that the Plea aforesaid is sufficient & this is agreed by the Defts that there be no Review of this Case on their partial the Supreme Court in Case Judgment be against them but they waive all Rights to such Review and agree that the Appeal on their part be final at the Supreme Court as fully as if a Verdict had been against them at the Common Pleas

Dewey vs Ingersol & al Jan 48 1791

Whereupon

[illegible] upon all & singular the Premises being fairly & by the Court here fully understood it appears to the Court that the Plea aforesaid of the Deft by them pleaded & the Matters therein contained is an insufficient answer to the Declaration of the Pl. Solomon and ought not to preclude him from having & maintaining his Action — Therefore it is considered that the said Solomon do recover against the Thomas and Hope Two hundred & fifty nine pounds, thirteen shillings & twelve pence Damages & Costs of suit taxed at £ 6-4-0 Whereupon the Defts by their Atty appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law requires for their prosecuting their Appeal with effect &c —

Shepard & al vs Lyman & al Jan 52. 1791

William Shepard of Westfield in the County of Hampshire Esq. Plff in a Plea &c William Lyman of Northampton in the same County Esq. Deft in a Plea &c as is of Record heretofore — The said Parties appear & agree to refer this Case to the determination of Elisha Porter Esq. Rufus Woodbridge Esq. & Mr Charles Phelps, the Award of them or any two of them to be final to be returned into this Court & Judgment to be made up & Execution issued according to the Award in case either Party shall neglect to appear before said Referees on due Notice they shall proceed ex parte — Which said Agreement is made a Rule of this Court & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Pomroy vs Fowler Jan 56. 1791

Isaac Pomroy of Suffield in the County of Hartford & State of Connecticut Yeoman Plff vs Abner Fowler of Southwick in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The said Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Porter Ex vs Underwood & al Jan 57. 1791

Elisha Porter of Hadley in the County of Hampshire Esq. & Sheriff of said County Plff vs Martin Smith Gent. & Joseph Smith Yeoman & Benjamin Lyman & Hannah all of Westfield in the same County Defts in a Plea &c as is of Record heretofore — The Plff appears and it is considered by the Court that he do recover against the said Defts the sum of Two hundred pounds Lawful Money Debt — And that the Plff may have his Execution for Forty pounds & five pence part of the said sum of £1000 & for his Costs taxed at £ 2-14-2 — Execution ish May 1791

Laphin & al Pltffs vs Henry Jan 58 1791

Matthew Laphin Gent. & Nathaniel Loomis Yeoman Adm. on the Estate of Benjamin Loomis late of Southwick in the County of Hampshire dec. Pltffs vs Jonas Henry of Blandford in the same County Yeoman Deft in a Plea &c as is of Record heretofore — The said Parties appear & agree to refer this Case to the Judgment & Determination of William Shepard Esq. Saml Fowler & David McCoubrey the Award of them or any two of them to be final to be returned into this Court & Judgment to be made up & Execution issued according to the Award of the said Referees or made the Rule of this Court and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Morley Ex vs Williston Jan 59 1791

Hannah Morley Ex of the last Will of Jonas Morley late of Westfield in the County of Hampshire Gent. deceased Plff vs Thomas Williston of Springfield in the same County Deft in a Plea &c as is of Record heretofore — The said Parties appear & the Referees by them heretofore chosen now send into Court their Award that said Hannah in her said Capacity do recover of said Thomas twenty one pounds nine shillings & four pence Damages & Costs of Court to be taxed by the Court & that the Defendant pay the Referees their fees — Whereupon it is considered by the Court that said Hannah do recover against said Thomas twenty one pounds nine shillings & four pence Damages & Costs of suit taxed at £ [illegible] — Execution ish May 30. 1791

Nathaniel Bates of Granville in the County of Hampshire Gent. Pltff v
Donald Westbrook & Francis Hare both of Greenwich in the County of Berkshire
Husbandmen Defts in a Plea de as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Bates v Hare & al
Jan 60. 1791

Nathaniel Bates of Granville in the County of Hampshire Gent. Pltff v
Donald Westbrook & Francis Hare both of Greenwich in the County of Berkshire
Husbandmen Defts in a Plea de as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Same v Same
Jan 61. 1791

Elias Gilbert of Worthington in the County of Hampshire Husbandman Pltff v Thompson Maxwell of Chesterfield in the same County Gent. Deft in a Plea de as is of Record heretofore. The Pltff appears & the Deft to this Suit, publicly called to come into Court makes Default of appearance here &c. Wherefore it is considered by the Court that said Elias do recover against said Thompson

Gilbert v Maxwell
Jan 62. 1791

of said Pltff Money Damages & Costs of suit taxed at £ in Ptu & thereof &c.

Timothy Lyman of Goshen in the County of Hampshire Gent. Pltff v Oliver Lyman of Norwich in the same County Gent. Deft in a Plea de as is of Record heretofore. The Parties appear & agree to refer this Case with all Demands & Matters of Controversy subsisting between them to the Determination of Elisha Porter Esq. Ruggles Woodbridge Esq. & Mr Charles Phelps the Award of them or any two of them be final & be returned into this Court & Judgment to be made upon & Execution issued accordingly. And in Case either Party shall neglect to appear before said Referees on due Notice given them, the said Referees may proceed ex parte. While said Agreement of the said Parties is made a Rule of this Court & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

T Lyman v O Lyman
Jan 67. 1791

Charles Shedd Yeoman & Sarah Shedd Spinsterwoman & Robert Hamilton Yeoman & Elizabeth his Wife all of Chesterfield in the County of Hampshire Pltff v Silas Gilbert Gent. & Benj. & Percis Yeoman both of Chesterfield aforesaid Defts in a Plea de as is of Record heretofore. The Pltff appear by Caleb Strong Esq. their Attorney & the Defts by Simeon Strong Esq. their Attorney come & defend the Wrong & Injury when &c. & for Plea say they are not guilty in Manner & Form as the Pltff in their Declaration have alleged & thereof put themselves on the Country and the Pltff likewise do the same. A Jury of this Suit returned impannelled & sworn as the Law directs to try the Issue, who Case upon their Oath that they find the Defts are guilty & assess Damages for the Pltff at Sixty Pounds. Whereupon it is considered by the Court that the said Pltff do recover against the said Defts Sixty Pounds of lawful Money Damages & Costs of suit taxed at £

Shedd & al v Gilbert & al
Jan 6. 1791

Whereupon the said Silas one of the said Defts in his own Person here in Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he acknowledges with Sureties as the Law directs for the said Defts prosecuting their Appeal with Effect &c.

Russel
vs
Allen
Jan 7th 1791

Jonathan Russel of Chesterfield in the County of Hampshire Husbandman Pltff. at
Solomon Allen of Northampton in the same County Esqr Deft in a Plea de ea re as is
of Record heretofore — The Pltff appears & the Defdt being three Times publickly called to come
into Court makes Default of Appearance here Whereupon it is considered by the
Court that said Jonathan do recover against said Solomon Five pounds six shillings
and nine pence lawful Money Damages & Costs of Suit expended & the said
After all which the said Solomon comes here into Court & appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden at Springfield in &
for the County of Hampshire on the fourth Tuesday of September next and
he recognizes with Sureties as the Law requires for his prosecuting his said Appeal with
Effect &c

Ward
vs
Ward
Jan 7th 1791

William Ward of Weston in the County of Middlesex Plaintiff & Silvanus
Ward of Orange in the County of Hampshire Yeoman Deft in a Plea de ea re as is
of Record heretofore — The said Parties appear & agree to a Continuance of
this Case to the next Term — and it is considered by the Court that they have
Day here in Court until the first Tuesday of September next

Harris 2d
vs
Powers Et
Jan 7th 1791

Moses Harris of Pittsburg in the County of Washington & State of New York Gent
& Margaret his Wife Pltffs vs Isaac Powers of Greenwich in the County of Hamp-
shire Esqr Deft in a Plea de ea re as is of Record heretofore — The Parties appear
& on the Motion of the Deft for a Continuance it is considered by the Court
that they have Day here in Court until the first Tuesday of September next

Wing
vs
Hoxie
Jan 8th 1791

John Wing of Conway in the County of Hampshire Yeoman Pltff vs Aaron
Hoxie of the same Conway Blacksmith Deft in a Plea de ea re as is of Record here-
fore — The Parties appear & agree to a Continuance of this Case to the next Term
and it is considered by the Court that they have Day here in Court until the first
Tuesday of September next

Wood & al
vs
Tuttle
Jan 8th 1791

William Wood & James Smith both of Pittsdale in the County of Hillsborough &
State of Vermont Yeomen Pltffs vs Caleb Tuttle of Northampton in the County
of Hampshire Husbandman Deft in a Plea de ea re as is of Record heretofore —
The Parties appear & on the Motion of the Pltffs it is considered by the Court that
they have Day here in Court until the first Tuesday of September next

Sowes
vs
Goddard Et
Jan 8th 1791

Benjamin Sowes of Deerfield Town in the County of Windham & State of Vermont
Yeoman Pltff vs Solomon Goddard of Northampton in the County of Hampshire
Esqr late Sheriff of said County Deft in a Plea de ea re as is of Record heretofore —
The Pltff being three Times called in Court with the Deft default & the action is
discontinued

Chapin
vs
Chapin
Jan 8th 1791

Jeremiah Chapin of Granby in the County of Hampshire Husbandman Pltff vs
Stephen Chapin of the same Granby Husbandman Deft in a Plea de ea re as is of Record
heretofore — The Parties appear — and the Referees by them chosen now come into
Court their Award viz. That the said Jeremiah shall have all the Paper Money endorsed
to him by said Stephen on the 7th day of April one thousand seven hundred and
seventy eighty being Ninety Seven pounds & further award to the said Jeremiah
Fifteen pounds five shillings & ten pence & that said Stephen pay costs of Court
& costs of this Reference taxed at £ 2 — Which said award is accepted
& the Judgment of Court is rendered accordingly & the costs of said Reference is
taxed at £ 5 .. 9 .. 9 — The Paper money referred in said was dated 8 1779 & the Pltff

Morgan
vs
Bigelow
Jan 8th 1791

John Morgan of Springfield in the County of Hampshire Yeoman Pltff vs Elias
Bigelow of Southwick in said County Joiner Deft in a Plea de ea re as is of Record here-
fore — The Parties appear & agree to a Continuance of this Case until the Verdict
of Reference heretofore entered into to the next Term — and it is considered
by the Court that they accordingly have Day here until the first Tuesday of
September next

John Morgan of Springfield in the County of Hampshire Yeoman Plff
vs Elijah Hough of Southwick in s^d County Gent^n Deft in an Plea &c as
is of Record hereto fore — The said Parties appear & agree to refer the Case
to the Determination of Isaac Coit Esqr Saml Flowers Esq & Moses Church
the Award of them or any two of them to be final & be returned into this
Court Judgment to be made up & Execution issued accordingly — Which said
Agreement of said Parties is made a Rule of this Court & it is con
sidered by the Court that they have Day here in Court until the first
Tuesday of September next

Morgan
vs
Hough
Jan 28 1791

Jonathan Dwight of Springfield in the County of Hampshire Merch^t
Plff vs Ebenezer Stringley of Becket in the County of Berkshire Gent^n Deft
in a Plea &c as is of Record hereto fore — This Plff appeared the Deft
tho three times publicly called to come into Court make Default of
Appearance here Whereupon it is considered by the Court that said Jonathan
do recover against said Ebenezer Forty one pounds nine shillings & two
pence lawful Money Damages & Costs of Suit taxed at £ 2 — Cull

Dwight
vs
Stringley
Jan. 95. 1791

David Burk of Long Meadow in the County of Hampshire Coul^r William
Seldon of Springfield in s^d County Apothecary & Amy Colton of s^d Long Meadow
Widow Adm^rx on the Estate of Samuel Colton late of s^d Long Meadow
dec^d Plff vs Jesse Lamphier late of Monson in the County aforesaid
Yeoman & absconding Debtor & Daniel Butler of Monson aforesaid
Yeoman Agent & Factor & Trustee to s^d Jesse Defts in a Plea &c as is
of Record hereto fore — The Plff appears & it is considered by the Court
that this Case be continued to the first Tuesday of September next —

Burk & al
vs
Lamphier & al
Jan 95. 1791

The Proprietors of Bernardston in the County of Hampshire Plff
vs Samuel Farmer of

Bernardston
vs
Farmer
Jan 97. 1791

Benjamin Lawrence of Clarremont in the County of Cheshire & State
of New Hampshire Gent^n Plff vs Lemuel Coye late of North field in the
County of Hampshire Yeoman an absconding Debtor & Elisha Stearns
of North field aforesaid Husbandman Agent & Trustee to said Lemuel Defts
in a Plea &c as is of Record hereto fore — The Plff appears & it is con
sidered by the Court that this Case be continued to the first Tuesday of
September next

Lawrence
vs
Coye & al
Jan 99. 1791.

Elisha Leman of Norwich in the County of Hampshire Gent^n Plff vs
Benjamin Pomeroy of Williamsburgh in the same County Yeoman Execu
tor of the last Will & Testament of Josiah Pomeroy late of s^d Williamsburgh
Gent^n deceased Defts in a Plea &c as is of Record hereto fore — The said Par
ties appear and agree to refer this Case to the Determination of Elijah
Stearns & Benjamin Tappan & Daniel Wright the Award of them or
any two of them to be final to be returned into this Court & Judgment
to be made up & Execution issued accordingly — Which said Agreement of
the said Parties is made a Rule of this Court and it is considered by
the Court that the said Parties have Day here in Court until the first
Tuesday of September next

Leman
vs
Pomeroy Ex^r
Jan 102. 1791

Esther Williams of Deerfield in the County of Hampshire Gentlewoman
Plff vs William Barnard late of s^d Deerfield Trader & absconding Debtor &
Reuben Bardwell of said Deerfield Yeoman Factor Agent & Trustee to s^d William
Defts in a Plea &c as is of Record hereto fore — The Plff appears & the said
Reuben comes into Court, and being sworn as the Statute in such Case made
& provide directs, and being asked upon his said Oath — Had you in your

Williams
vs
Barnard & al
Jan 104 1791

hands at the time of the Service of the original & summons on him for any Goods
Effects or Debts whatsoever of the said William Barnard & made under that

Purport to the Service of the said Original Summons viz on or about the twenty
fourth day of May Anno Domini 1790 the said William & Mary had entered
into a certain Agreement, which Agreement on the twenty fifth day of June then
next following was reduced to Writing & We at the same time subscribed the same
which was indented and in the Words following - that is to say " Articles of
Agreement indented & made this twenty fifth day of June in the Year of our
Lord One thousand seven hundred & ninety between William Barnard of Deer
field in the County of Hampshire & Commonwealth of Massachusetts Trader
of the one part & Reuben Bardwell of Deerfield aforesaid Trader of the other
part witness that the said William in Consideration of the Covenants herein
after expressed to be performed by the said Reuben doth hereby covenant and
engage to & with said Reuben that he will procure & keep a Shop or Store
with the necessary furniture fuel &c for the same in Deerfield aforesaid
that he will furnish & keep a sufficient Supply of American European
& India Goods of such kinds as are usually exposed for Sale thereon & deliver
the same to said Reuben at said Store to be by him sold at such Prices as
said William & Reuben shall agree to sell the same by Retail - for which
Goods particularly enumerated & set forth the said Reuben shall give his Re-
ceipt to said William at the prices aforesaid - that at the close of this Partner-
ship said William will receive of said Reuben all such Goods as remain
unsold of those accepted for by said Reuben pursuant to this Covenant at the
prices whereat the said Reuben received them - And said William further covenants
with said Reuben that he will receive any good Obligations made for Dues in
consequence of this Agreement in discharge of any Ballance which may become
due from said Reuben in Pursuance of the same Agreement - the same Obliga-
tions thus received by said William to be & remain afterwards at the sole
Risque of said William - And if any of the Goods or Property received for by said
Reuben at any time pursuant to this Agreement shall be lost or destroyed & not
by means of the Neglect or Want of due Care of said Reuben said William agrees
to sustain the whole Loss thereof - And said William agrees that he will allow
to said Reuben the customary Deduction for Waste in drawing Liquid Articles and
also customary or reasonable Deduction for Waste of Articles sold by Weight & other
Articles received in & delivered out by any Measure - And said William further
agrees with said Reuben that if said Reuben in the Sale of any of the Goods shall think
fit to make any usual or reasonable Abatement from the Price set as aforesaid
on account of prompt or good pay the Quantity sold & delivered at one time
or for any other reasonable Cause said Reuben may charge the sum so abated
in such manner made to said William expressing for what Cause it was made
on what Article or Articles &c &c &c & said William will allow the said Charge
And the said William further agrees with the said Reuben that he will pay him
Ten pounds for every Hundred pounds accepted for & sold by said Reuben
pursuant to this Agreement and in the same proportion for a sum less than
one hundred pounds excepting that the sum of one hundred may be annually
taken by said William or those in his service for his Sale whereof said Reuben
is to receive no Premium or Commission — And said Reuben in consi-
ration of the Premises and of his pounds to be paid him by said William for each
successive pounds by him received sold & accounted for in manner & the Covenants
and in that proportion for a less sum exceeding for a hundred [illegible]
taken in said William or those in his service as aforesaid [illegible] the Goods
received in said Store expressed as above exposed and will give his [illegible]
will become accountable to said William [illegible]
above, that he will give constant & faithful Attendance [illegible] that he will
sell & deliver all the Goods & Property in manner [illegible] this Agreement
faithfully according to his Skill & Judgment - And that he will [illegible]
the Business, the sole Issue of all Debts [illegible] will suffer to be contracted for
[illegible] of any Article or Articles [illegible] this Agreement until

they shall be brought in said William as above expressed and that he will account for and pay to said William the amount of the Goods he shall receive of said William pursuant to this agreement exclusive of the Duties & Stamps as shall be made as above expressed & that it is mutually agreed between said William & Reuben that either may dispose of his Commission & Duties to the other thereof at any time during the continuance of this Partnership and said William & Reuben have hereunto set their hands & Seals the day & year aforesaid. In pursuance of said agreement I had at divers times previous to said Service received of Mr William Mercy Goods & Articles for the purpose expressed in said agreement to the Amount in Value in the whole computing at the Rate mentioned of Six hundred & Fifteen pounds which Goods & Articles were delivered to the said William in as good order by the said William according to said Agreement and were in the receipt book, for & from according to the Terms of the said Agreement excepting a part of the same viz so many thereof as were at the Rate aforesaid of the Value of Sixty two pounds eighteen Shillings & one penny for which I have not been accounted — At the Time of Service of said Summons I had accounted for & paid to said Barnard including Goods & Articles which he himself & those in his Service had received the Sum of Two hundred & five pounds & one Shilling & on the Fourteenth day of October in the same Year divers of the said Goods and Articles in my Possession as aforesaid were attached & taken out of my hands by Virtue of several Writs of Attachment against said Barnard viz of the Value computing at the Rate aforesaid of One hundred & seventy nine pounds & nine Shillings — being the whole of the same Goods & Articles which were then remaining in my hands — Of the Goods & Articles so delivered to me as aforesaid I had at the Time of said Service of said Summons sold & disposed of excluding those which the said Barnard & those in his Service had received to the Amount in Value at the Rate aforesaid of four hundred & thirty five pounds & eleven Shillings — And after making a deduction from the same Sum the Sum of thirty eight pounds and eighteen Shillings for so much received by Mr Barnard & those in his Service which Sum is in nearly the same Proportion to one hundred pounds as the Time from the twenty fourth day of May aforesaid to the fourteenth day of October aforesaid is to one whole Year and for the Sale of which no Premium or Commission is to be allowed to me there will be due to me from said Barnard the Sum of thirty nine pounds nine Shillings & four pence for the Sales made by me as aforesaid — For a reasonable compensation my Allowance & Deduction for Waste on Articles by me sold in pursuance of said Agreement as near as I can compute I ought to be allowed the Sum of Ten pounds — During the whole Time that I was connected with the said Barnard as aforesaid I was licenced & permitted to sell excised Articles in this County, the said William during no part of the same time being licenced — And for Duties due on excised Articles sold by me in said Business aforesaid I owed to the Collector of Excise for this County at the Time of said Service of said Summons the Sum of Ten pounds & eighteen Shillings — From the foregoing Statement it appears that I am indebted to said Barnard according to the Tenor & Meaning of the Agreement aforesaid the Sum of one hundred & sixty eight pounds five Shillings & eight pence of which Sum there is now due to me about the Sum of fifty pounds in good Obligations in Writing made to me for Dues in Consequence of the Agreement aforesaid which I conceive the said William by Virtue of the same Agreement would have been obliged to receive of me in Discharge of the Balance due from me to him so far as to the Amount of the same Obligations — And I believe that previous to the time wherein Settlement can be entered upon against the said William & myself in this Action I shall have made

to me in consequence of said agreement other obligations in writing sufficient to discharge the residue of said sum of one hundred & sixty eight pounds twelve shillings & eight pence and which the said William by the terms of said agreement would have been entitled to receive of me in discharge of the same — I shall deduct from the foregoing the sum of twelve shillings per my travel & attendance to answer in this action at this term — — Whereupon it is considered by the Court that this case be continued to the first Tuesday of December next —

Williams Esq. vs Barnard & al — Jan 10th 1791

John Williams Esq. & Benj. Luzan Cooper both of Deerfield in the County of Hampshire Plffs vs William Barnard late of Deerfield aforesaid Trader absconding Debtor & Reuben Bardwell of the same Deerfield Agent & Factor to s. William Defts in a Plea &c as is of Record heretofore — The Plffs appear & the said Reuben the Agent & Factor aforesaid comes into Court & being sworn as the Statute in such case provided directs & being asked the same Question as in the foregoing case makes the same answer as in the aforesaid case is recorded at large — And whereupon it is considered by the Court that this case be continued to the first Tuesday of September next —

Fowler vs Barnard & al — Jan 10th 1791

Paul Fowler of Deerfield in the County of Hampshire Yeoman Plff vs William Barnard late of the same Deerfield Trader an absconding Debtor & Reuben Bardwell of the s. Deerfield Trader Agent & Factor to s. William Defts in a Plea &c as is of Record heretofore — The Plff appears & the said Reuben also comes here into Court & being sworn as the Statute in such case provided directs, and being asked the same Question as is recorded in the two foregoing cases, makes the same answer thereto as is in said cases recorded — Whereupon it is considered by the Court that this case be continued to the first Tuesday of September next —

McBride vs Same — Jan 10th 1791

Joseph McBride of Deerfield in the County of Hampshire Yeoman Plff vs William Barnard late of s. Deerfield Trader an absconding Debtor & Reuben Bardwell of said Deerfield Trader Agent & Factor of s. William Defts in a Plea &c as is of Record heretofore — The Plff appears & the said Reuben also comes into Court & being sworn as the Statute in such case provided directs & the same Question as in the three foregoing cases is recorded being asked him, the said Reuben returns the same answer as is recorded in s. cases — And it is considered by the Court that this case be continued until the first Tuesday of September next —

McBride Esq. vs Same — Jan 10th 1791

Joseph McBride of Deerfield in the County of Hampshire Esq. Plff vs William Barnard late of Deerfield aforesaid Trader an absconding Debtor & Reuben Bardwell of the same Deerfield Trader Agent & Factor of s. William Defts in a Plea &c as is of Record heretofore — The Plff appears & the said Reuben also comes into Court & being sworn as the Statute in such case provided directs, and the same Question as in the foregoing four cases being asked him the said Reuben returns the same answer as is recorded in the s. foregoing cases — And it is considered by the Court that this case be continued to the first Tuesday of September next —

Morgan vs Barnard & al — Jan 10th 1791

Samuel Morgan Esq. of Deerfield in the County of Hampshire Yeoman Plff vs William Barnard late of s. Deerfield Trader an absconding Debtor & Reuben Bardwell of said Deerfield Trader Agent & Factor of s. William Defts in a Plea &c as is of Record — The Plff appears & the said Reuben comes into Court & being sworn according to the Statute in such case provided, & being asked the same Question as is recorded in the foregoing cases, returns the same answer thereto as is in those cases recorded — And it is considered by the Court that this case be continued to the first Tuesday of September next —

Coleman
vs
Barnard et al
Jan 110 1791

Coleman in Debt for £[illegible] in the County of Hampshire Yeoman Pltff vs William Barnard late of Deerfield in the County aforesaid Trader an absconding Debtor & Reuben Bardwell of said Deerfield Trader, Agent & Factor for William Deft in a Plea de as is of Record hereto fore — The Pltff appears & the said Reuben also comes into Court & being sworn as the Statute in such Case provided directs & being asked the same Question as is recorded in the foregoing Case, the said Reuben returns the same Answer as is recorded in those Cases — and it is considered by the Court that this Case be continued to the first Tuesday of September next

Ranson
vs
Porter et al
Jan 111. 1791

Eliza Ranson of Shelburne in the County of Hampshire Gent. & Deputy Sheriff Pltff vs Elisha Porter of Montague in the County aforesaid Gent. & Coroner & Jonathan Kellogg of said Shelburne Laborer Defts in a Plea de as is of Record hereto fore — The Pltff being twice three times called to come into Court in Nonsuit, the Defts appear & move that their Costs may be adjudged to them Whereupon it is considered by the Court that said Porter & Kellogg do recover against said Ranson their Costs taxed at Four pounds nine shillings & nine pence & have ff Mary & Thereof &c

Execution ff Nov. 25. 1791

Tuttle
vs
White
Jan 112. 1791

Caleb Tuttle of Northampton in the County of Hampshire Yeoman Pltff vs Edward White of West Springfield in the same County Yeoman Deft in a Plea de as is of Record hereto fore — The Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the first Tuesday of September next under the Power & Rules of Supreme &c

Nims
vs
Barnard et al
Jan 115. 1791

Hull Nims of Greenfield in the County of Hampshire Gent. Pltff vs William Barnard late of Deerfield in the County aforesaid Trader & an absconding Debtor & Reuben Bardwell of said Deerfield Trader Factor & Agent of said William Deft in a Plea de as is of Record hereto fore — The Pltff appears & the said Reuben also comes into Court & being sworn as the Statute in such Case provided directs, and being asked the same Question in this Case as is recorded in the Case wherein Esther Williams is Pltff & William & Reuben are Defts of the same Term, the said Reuben returns the same Answer as is there recorded and it is considered by the Court that this Case be continued to the first Tuesday of September next

Arms
vs
Same
Jan 116. 1791

Ebenezer Arms of Greenfield in the County of Hampshire Yeoman Pltff vs William Barnard late of Deerfield in the County aforesaid Trader an absconding Debtor & Reuben Bardwell of said Deerfield Trader Agent & Factor of said William Deft in a Plea de as is of Record hereto fore — The Pltff appears and the said Reuben comes into Court & being sworn as the Statute in such Case provided directs, and being asked the same Question as in the foregoing Case, returns the same Answer as was given in the Case aforesaid — and it is considered by the Court that this Case be continued to the first Tuesday of September next

Ashley
vs
Bessel
Jan 118 1791

Elihu Ashley of Deerfield in the County of Hampshire Physician Pltff vs Jonathan Marsh Bessel of Greenfield in the same County Yeoman Deft in a Plea de as is of Record hereto fore — The Pltff appears & the Deft the third Time called to come into Court makes Default of Appearance here, Therefore it is considered by the Court that said Elihu do recover against said Jonathan Sixteen pounds eight shillings & eight pence lawful money Damages & Costs of Suit taxed at £5-4-3 & thereof &c

Execution ff June 1st 1791

Stoddard
vs
Fuller Exr
Jan 27 1791

Solomon Stoddard of Northampton in the County of Hampshire Esqr. Pltff Robert Fuller & James Fuller both of Colrain in the County aforesaid Esqrs & the Last Will & of Robert Fuller deceased Deft in a Plea de ass of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Pynchon Exr
vs
Pomeroy Exr
Jan 30 1791

William Pynchon of Springfield in the County of Hampshire Esqr & Treasurer of the said County Pltff in Trover & Pomeroy of Warwick in the same County Esqr Deft in a Plea de as is of Record heretofore — The Parties appear and agree to a Continuance of this Case to the next Term — And it is considered by the Court that the said Parties have Day here in Court until the first Tuesday of September next

Cooke
vs
Hatfield
Jan 27 1791

Joseph Cooke of Northampton in the County of Hampshire Gentn Pltff the Inhabitants of the Town of Hatfield in said County Deft in a Plea de as is of Record heretofore & the Pltff appears by Caleb Strong Esqr his Attn & the said Inhabitants by John Hastings Esqr their Agent come & defend the Force & Injury when & and for Plea say they never promised in Manner & Form as the Pltff in his Declaration hath alledged & thereof put themselves on the Country and the Pltff likewise — A Jury of this Town being returned impannelled & sworn to try the Issue, declare upon their Oath that they find the Defts promises as set forth in the Declaration and assess Damages for the Pltff abovementioned pounds & ten shillings — Whereupon it is considered by the Court that the said Joseph do recover against the said Defts Fourteen pounds ten shillings lawful Money Damages & Costs of Suit taxed at £ &c &c

Whereupon the Defts by Simeon Strong Esqr their Attn appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Surety for their prosecuting their Appeal with Effect &c

Fowler
vs
Moore
Jan 14 1791

Silas Fowler of Southwick in the County of Hampshire Gentn Pltff in Joseph Moore of the same Southwick Gentn Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Lee
vs
Fowler
Jan 18 1791

Campbell Lee & Oliver Fowler of Southwick in the County of Hampshire Parties in a Rule of Reference de as is of Record heretofore — They now appear and the Award both into Court at this Last Term is now accepted &c and it is ordered by the Court that said Campbell do recover against the said Oliver one pound four shillings & eight pence Lawful Money Damages & Costs of Court & Reference taxed at £ 1 4 5 & thereof &c — Execution Iss. Nov 30th 1791 —

New Entries at this Term —

Field & Al
vs
Dudley & al
fo

Seth Field of Northfield in the County of Hampshire Esqr & Oliver Paul Dudley of Northfield aforesaid Yeoman & Cornelius Mayo of Charlemont in the same County Esqr Defts in a Plea of the Case for that said Dudley & Mayo late of Northfield on April 23d 1789 by their Note for Value received jointly & severally promised the Pltff to pay him or Order Dollars Money on or before October 1st 1790 with Interest till paid — Yet they the said defts have never paid the same in manner & form &c — Whereupon the said Pltff Plaintiff prays judgment against the said defts & the said defts appear & agree to a Continuance of this Case to the next Term & adjourn there to defend — Hence it is considered by the Court that they have Day here in Court accordingly until the first Tuesday of September next

Hamby Saw Mills Administrator on the Estate of Eleazer Row
late of Grantham in the County of Hampshire deceased that the Debts due
from said Estate exceed the personal Estate the sum of Fifty pounds twelve
shillings & ten pence including the Costs of selling s^d Estate which lies within a Order
this Commonwealth & the Petitioner prays he may be licensed to sell so
much of the real Estate of said Deceased as shall produce a Sum with the
costs of Sale &c. Which said Petition being read & also a Certificate from
the Register of Probate &c. in s^d County confirming the same it is thereupon
considered by the Court that the said Administrator be & he hereby is
impowered to make Sale of so much of the real Estate of s^d Deceased as
shall produce the Sum of Fifty five pounds for the payment of the
Debts due from said Estate, he having observing the Directions of the Law
relating to such Sales

Eleazer Williams of Long Meadow in the County of Hampshire Taylor Plff Williams
vs John Goodwill of Wilbraham in the same County Yeoman Deft in a Plea
of the Case for that said John at said Wilbraham on September 29th 1788 Goodwill
by his Note for Value rec^d promised s^d Eleazer to pay & deliver to him No 3
the Sum of fifteen pounds lawf^l Money worth of merchantable Neat Stock
or Grain at the going Cash price by November 1st 1789 with Interest
till paid &c. Also for that s^d John at s^d Wilbraham on September 29 1788
by his other Note for Value rec^d promised said Eleazer to pay him or
Order one other Sum of fifteen pounds lawful Money worth of Mer
chantable Neat Stock or Grain at the going Cash price by November
1st 1790 with lawful Interest till paid &c. And the Plff avers he has
always been ready to receive s^d Cattle or grain &c. yet s^d John the
offer neglected has never paid either the Sums aforesaid but neglects
it to the Damage of s^d Eleazer Forty five pounds &c. The Plff appears
by Wm Ely Gent^n his Att^y and the Deft by Caleb Strong Esqr his
Att^y comes & defends &c. & reserving Liberty to make any new
Plea at the Trial of the Appeal & agreeing that he shall not be con
cluded to a Review at the Supreme Court says he is not guilty in
Manner & Form as the Plff hath alleged & thereof prays Judgment
And the said Eleazer agreeing to the Reservations aforesaid says in Reply
that the Plea aforesaid & the Matter therein contained is not sufficient
in Law to prevent him the said Eleazer from maintaining his said
Action & that he is ready to verify Wherefore for Want of a sufficient
Plea by the said John in that behalf pleaded he prays Judgment for his
Damages & Costs &c. And the said John says that his Plea aforesaid is
sufficient & thereof prays Judgment &c. Whereupon all & singular the
Premises being seen & by the Court understood, it appears to the Court
that the Plea by aforesaid of the s^d John by him pleaded is an insufficient
Answer to the Declaration of the said Eleazer, & ought not to preclude him
the said Eleazer from having & maintaining his said Action &c. Therefore
it is considered that the said Eleazer do recover against the said John
Thirty pounds nine shillings & two pence lawful Money Damages & Costs of
Suit taxed at £ 2 1 0 &c. Whereupon the said John by his Att^y aforesaid
appeals from the Judgment of this Court to the Supreme Judicial Court to
be holden at Springfield in & for the County of Hampshire aforesaid on the
fourth Tuesday of September next & he recognizes with Sureties for said
John prosecuting his said Appeal to Effect &c.

Thomas Jacob Douglass of Westfield in the County of Hampshire Gent^n Douglass
Plff v. Gilbert Denio of Hopkinton in the County of Middlesex Gent^n Deft Denio
in a Plea of the Case &c. as is at large set forth in the Writ on the File of No 4
this Term &c. The Plff appears by George Phillips Gent^n his Att^y & the Deft by
William Lyman Esqr his Att^y comes & reserving Liberty to make any other
Plea upon the Trial of the Appeal plead that he will not whereof, he ought as the
Plff in his Declaration has alleged & thereof puts himself upon the Country
And the said Thomas consenting to the above Reservation says that the Plea aforesaid

and the Matters therein contained are insufficient in Law and that he is not obliged to answer thereto & thereof he prays Judgment — and the said Dennis appearing that the Trial on the Appeal shall be final & no new Trial or Errors shall be brought on the part of the Deft says his Plea aforesaid is insufficient Whereupon all & singular the Premises being seen & by the Court understood it appears to the Court that the Plea aforesaid of the said Gilbert is an insufficient answer to the Declaration of the said Thomas, and ought not to preclude him the said Thomas from having & maintaining his said Action — Therefore it is considered by the Court that said Thomas do recover against the said Gilbert Forty pounds of lawful Money Damages & Costs of Suit taxed at £40.0.0 —

The Deft by his said Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for Gilbert prosecuting his said Appeal with Effect &c —

Amsden vs Jefferson et al No. 5.

Asel Amsden of Ashfield in the County of Hampshire Yeoman Pltff Joseph Jefferson & Stephen Perrette of Buckland in the County aforesaid Yeoman Defts in a Plea of the Case for that said Joseph & Stephen at Ashfield aforesaid August 6th 1790 by their Note for Value received promised to pay Pltff Four pounds five Shillings L.M. in good Wheat at the mortgaged price by September 20th next, yet the Defts the requested have never paid the same but neglect it to the Damage of said Asel Six pounds — The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here — Therefore it is considered by the Court that said Asel do recover against the said Jose & Stephen Four pounds eight Shillings & five pence L.M. Damages & Costs of Suit taxed at £4.0.0 & thereof &c

Exon 28th May 1791

White vs Smith No. 6

John White of White Hall in the County of in the State of New York Yeoman Pltff vs Simeon Smith of Worthington in the County of Hampshire Yeoman Deft in a Plea of the Case for that Simeon at Middlefield in the County of Hampshire on January 7th 1791 by his Note for Value received promised said John to pay him Seventy one, pounds sixteen Shillings Lawful Money in Neat Cattle on Demand the till paid — Yet Simeon the requested has never paid the same but neglects it to the Damage of Pltff Thirty pounds The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Therefore it is considered by the Court that the said John do recover against the said Simeon Seventy two pounds five Shillings of lawful Money Damages & Costs of Suit taxed at £72.14.3 & thereof &c

Exon 28th May 1791

Clark & Bingham No. 7

Israel Clark of South Hadley in the County of Hampshire Yeoman & Caleb Bingham of Hanover in the County of Grafton & State of New Hampshire Yeoman Parties in a Suit of Trespass entered into & acknowledged before Caleb Lamb Just. Pac. — The Parties by their chosen Referees entered into Court their award viz. that said Caleb pay said Israel Eight pounds fifteen shillings and eight pence Damage & Costs & also twelve Shillings being Costs of Referees in full of all Demands — Whereupon it is considered by the Court that the said Israel do recover against said Caleb £8.15.8 Lawful Money Damages & Costs of Suit & Referees taxed at £6.9.7 & thereof &c Exon 18th July 1791 —

Sage & Nutting et al vs

Joseph Sage of Middletown in the County of Middlesex Esqr. Pltff vs David Nutting Gentleman Ezra Colton Yeoman of Long Meadow in the County of Hampshire & William Calder of Springfield in the County aforesaid Yeoman Executors on the Estate of Samuel Colton late of Springfield aforesaid Yeoman Defts in a Plea of Covenant broken for that the said Defts in a certain Bond as is at large recorded in the Pltff's Book on the Side of this Term &c The Pltff appears and the Defts the three Times publicly called to come into Court make default of Appearance here Therefore it is considered by the Court that the said Pltff do recover against the said Defts Sixty pounds Twelve Shillings of lawful Money

Debt & Costs of Suit taxed at £1 18 11 After all which the Defts by John Hooker Esq their Attyr come into Court & appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Surties for their prosecuting their said Appeal with Effect &c.

Lucretia Booth of West Springfield in the County of Hampshire Spinster Plff vs Isaac Morley & Abel Morley both of the same West Springfield Yeomen Defts in a Plea that they render to her Plff Five hundred pounds lawful Money which to her they owe & from her unjustly detain, wherefore the Plff says that the Defts Isaac & Abel at West Springfield on 4th September last by their Writing obligatory under their hands & seals acknowledged themselves to be holden & stand firmly bound to the Plff in the sum of five hundred pounds lawful Money to be paid whenever they should be required yet the Defts or either of them have never paid the same but neglect it to the Damage of said Lucretia Five hundred pounds The Parties appear & agree to a Continuance of this Case to the next Term Judgment on the part of the Defts to be their trial & it is considered by the Court that they have Day in Court until the first Tuesday of September next

Booth vs Morley & al No. 9

William Warner of Windsor in the County of Windsor State of Connecticut Yeoman Plff vs Benjamin Gibard of Springfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Benjamin at said Windsor viz at Northampton on December 16th 1784 by his Note for Value received promised said William to pay him Nine pounds one shilling lawful Money on Demand with Interest till paid & yet said Benjamin tho requested has never paid the same but neglects it to the Damage of said William Twenty pounds The Plff appears & the Deft tho three times called to come into Court makes Default of appearance wherefore it is considered by the Court that said William do recover against said Benjamin Twelve pounds ten shillings & four pence lawful Money Damages & Costs of Suit taxed at £ 1 9 1 & 4 lawful &c

Warner vs Gibard No. 10

Moses Church of Springfield in the County of Hampshire Gent Plff vs Enoch Chapin late of said Springfield Cordwainer Deft in a Plea that he render him Seventeen pounds one shilling & eleven pence which to him he owes & from him unjustly detains &c as is at large set forth in the Writ on File &c The Plff appears & the Deft being out of the Commonwealth it is considered by the Court that the Case be continued to the first Tuesday of September next

Church vs Chapin No. 11

John Worthington of Springfield in the County of Hampshire Esq. Plff vs Solomon Hammon & Daniel Hammon both of Belchertown in the County aforesaid Yeomen Admrs on the Estate of Gideon Hammon late of said Belchertown Yeoman deceased Defts in a Plea of the Case for that said Gideon at said Springfield on July 8th 1783 by his Note for Value received promised said John to pay him or Order Eight pounds eleven shillings & two pence lawful Silver Money at 6/8 pr oz on Demand with Interest till paid yet said Gideon in his Life Time never paid the same nor have said Admrs or either of them tho requested paid the same but neglect it to the Damage of said John Sixteen pounds The said Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Worthington vs Hammon & al Admrs No. 12

Johonnot & al
vs
Mayo
No. 13

Elizabeth Johonnot & Esther Johonnot both of Boston in the County of Suffolk Spinsters Pltffs vs Benjamin Mayo of Orange in the County of Hampshire Gent. Deft in a Plea of the Case for that said Benjamin at Orange on May 6th 1790 by his Note for Value rec'd promised the Pltffs to pay them or Order Twenty pounds twelve shillings & ten pence lawful Silver money on Demand with Interest till paid — Yet said Benjamin tho requested has never paid the same but neglects & to the Damage of said Elizabeth & Esther Thirty pounds — The Pltffs appear & the Deft tho three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Elizabeth & Esther do recover against said Benjn Twenty one pounds fourteen shillings & seven pence lawful Money Damages & Costs of Suit taxed at £2.18.11 — After which the said Benjn by John Barrett Gent. his Attyr comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for said Benjamin prosecuting his said Appeal with Effect &c —

Same
vs
Joseph Mayo
No. 14

Elizabeth Johonnot & Esther Johonnot both of Boston in the County of Suffolk Spinsters Pltffs vs Joseph Mayo of Warwick in the County of Hampshire Gent. Deft in a Plea of the Case for that said Joseph at said Warwick on May 15th 1790 by his Note for Value rec'd promised the Pltffs to pay them or Order Sixty nine pounds eleven shillings & one penny lawful Silver money on Demand with lawful Interest for the same till paid — Yet said Joseph tho often requested has never paid the same but neglects & to the Damage of said Elizabeth & Esther Seventy six pounds — The Pltffs appear & the Deft tho three Times called to come into Court makes Default of Appearance here — Wherefore it is considered and by the Court that the said Elizabeth & Esther do recover against the said Joseph Sixty nine pounds nine shillings & nine pence lawful Money Damages & Costs of Suit taxed at £2.17.3 — After which the said Joseph by John Barrett Gent. his Attyr comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for said Joseph prosecuting said Appeal with Effect &c —

Judd
vs
Pearl
No. 15

Samuel Judd of Northampton in the County of Hampshire Yeoman & Elisha Pearl of Easthampton in the same County Yeoman Parties in a Rule of Submission by them entered into and acknowledged before Wm Lyman Esq. — The said Parties appear & the Referees by them chosen now send into Court their Award Viz "That said Elisha pay to said Samuel Thirty shillings and all Costs that has arisen thereon, the Reference being Eleven pounds eight shillings and five pence and the Costs of Court to be taxed by the Court" — Whereupon it is considered by the Court that said Samuel do recover against the said Elisha Thirty shillings lawful Money Damages & Costs of Suit & Reference taxed at £7.2.1 after which Pltff had relinquished £5.9.2 and thereof &c —

Execn iss. July 25. 1791

Leach
vs
Stowe
No. 16

Cornl Leach of Belchertown in the County of Hampshire Yeoman Pltff vs Benjamin Stowe of the same Belchertown Yeoman Deft in a Plea of the Case for that said Benjamin at said Belchertown on October 13. 1789 by his Note for value received promised said Cornl to pay the Value of four pounds ten shillings lawful Money in Young Corn at Cash price on or before June 1st then next and said Cornl avers he has always been ready to receive the same — Yet said Benjamin tho requested has never performed his said Promise but neglects & to the Damage of said Cornl seven pounds — The Pltff appears & the Deft tho three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Cornl do recover against the said Benjamin Four pounds fifteen shillings & four pence lawful Money Damages & Costs of Suit taxed at £1.6.1 & thereof &c —

Execn iss. July 1. 1791

Mary Hope of Middletown in the County of Hartford & State of Connecticut Admr. on the Estate of Rev. Jacob Hope late of said Middletown Esqr. Deceased Plff. Hope Admr.
Francis Moore late of Enfield in the County of Worcester Trader alias Yeoman Defdt. Moore
in a Plea of the Case &c as is at large of Record at the Term of this Court held second
Tuesday of November A.D. 1788. This Case has many Terms past since been
punished & Judgment been entered in Court, is now agreable to an Order
of the General Court now filed here in Court in this Case Bro. forward & entered
anew — And now at this Time the Plff appears & the Defdt also comes
into Court and moves that this Case be continued to the next Term & Leave
it is considered by the Court that the said Parties have Day here in Court into
till the first Tuesday of September next

Richard Deane of Chatham in the County of Hampshire Yeoman & John Deane
Lynde of Leverett in the same County, Blacksmith, Parties in a Rule of Lynde
Reference by them entered into & acknowledged before Simeon Strong Esqr. Chief No. 18
Justice — The said Parties now appear & the Referees by them chosen now send
into Court their Award viz. that said John pay said Richard nine
shillings Damages & Costs of Suit, & Reference being thirty five shillings
& one penny — Whereupon it is considered by the Court that said Richard
do recover against the said John nine shillings Damages & Costs of Suit & Reference taxed at £2 2s. 3d. & execution &c. Execution if July 1. 1791.

Elias Wash of Westfield in the County of Hampshire & Joel Green of the Wash
same Westfield Parties in a Rule of Reference by them entered into and & Green
acknowledged before Phil. Phillips Esqr. Justice &c. — The Referees by them No. 19
chosen now send into Court their Award viz. as at large on the Files at
this Term, which is not accepted, and neither Party appearing in Court
this Case is dismissed

Elihu Hunt of Sheffield in the County of Hartford & State of Connecticut Hunt
Gentn. Plff. & Medad Pomeroy of Northampton in the County of Hampshire & Pomeroy
same Yeoman Defdt. in a Plea of the Case for that said Medad at said No. 20
Northampton on November 2d. 1789 by his Note for Value received, promised said Elihu to pay him or Order Eleven pounds, six shillings & six pence lawful Money or that Value in good English West India Lump Sugar Molasses or Cash on or before November 1st. then next with lawful Interest — And said Elihu says he has always been ready to receive the Contents of said Note in any of the Articles aforesaid & said Medad the requested has never paid the same but neglects so to do to the Damage of said Elihu Nine pounds — The Plff appears & the Defdt also comes into Court and offers to pay Costs — And it is considered by the Court that the said Parties have Day here in Court untill the first Tuesday of September next

Doras Ellis Yeoman & Matthew Laflin Jun. Yeoman both of Southwick Ellis & al
in the County of Hampshire Plffs. & Ephraim Pelton of London in the Coun- & Pelton
ty of Berkshire Yeoman Defdt. in a Plea of the Case for that said Ephraim at No. 21
said Southwick on February 25th. 1790 by his Note for Value rec'd promised
the Plffs to pay them & Salvin one thousand & an half of good merchantable
Boards of the Value of three pounds seven shillings & six pence & one thousand and
and half good Merchantable Shingles which he appeared to be worth twenty one
shillings & that he has always been ready to receive the same Pelton & Ephraim the
often requested has never performed his said Promise but neglects so to do
Damage of the said Doras & Matthew Five pounds — The Plffs appear &
the Defdt. the Time Times duly called to come into Court makes Default of
appearance — Whereupon it is considered by the Court that this Case be conti-
nued for Judgment to the first Tuesday of September next

Hamilton
vs
Thompson
No. 22

John Hamilton of Blanford in the County of Hampshire Yeoman Plaintiff Sanford Thompson of the same Blanford Gent. Defdt in a Plea of the Case for that Sanford at said Blanford on February 19th 1790 by his Note for Value received promised J. John to pay him or Order Fourteen pounds lawful Money in Beef at the Market Price on or before October 1st next & said John avers he was always ready to receive the same Beef yet said Sanford the defendant has never performed his said Promise but neglects & to the Damage of said John Twenty pounds — The Parties appear and agree to a Continuance of this Case to the next Term Judgment then to be final — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Page
vs
Woodworth
No. 23

Daniel Moore of Rowe in the County of Worcester Yeoman Plaintiff Phinehas Woodworth of Granville in the County of Hampshire Yeoman Defdt in a Plea of the Case for that said Phineas at Sheffield Feb. 5th at Blanford on June 8th 1781. by his Note for Value received promised said Daniel to pay him in Bills of Credit of the United States Seventeen pounds & ten shillings new Emission money equal to five pounds sixteen shillings & eight pence lawful Money — Yet the said Phineas tho requested has never paid the same but neglects & to the Damage of said Daniel Twelve pounds — The Deft appears & the Deft the time being publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Daniel do recover against the said Phineas Five pounds Seventeen shillings & eight pence lawful Money Damages & Costs of Suit taxed at £3.0.0 & Execution &c

Given at Term 29th 1791

Fellows
vs
Hayes & al
No. 24

Phillips & al
vs
Leonard
No. 25.

George Phillips Gent. & Thompson Phillips Gent. both of Middletown in the County of Middlesex & State of Connecticut Plaintiffs v. Samuel Leonard of West Springfield in the County of Hampshire Yeoman alias Gent. Defdt in a Plea of the Case for that said Samuel at Springfield in said County of Hampshire on February 14th 1781 by his Note for Value received promised the Plfs to pay them or Order Twenty two pounds nine shillings lawful Money on Demand with Interest & yet said Samuel the requested has never paid the same but neglects & to the Damage of the said George & Thompson Forty five pounds — The Plfs appear & the Defdt the time being called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Plfs do recover against the said Samuel Forty [illegible] pounds nine shillings [illegible] Damages & Costs of Suit taxed at £[illegible] — Upon which the said Samuel by his Attorney comes into Court & the Plaintiffs by their Attorney comes into Court & the Parties by their Attorneys Judicial Counsel & by Consent of Parties in the Court & Plaintiffs on the fourth Tuesday of September next & the Parties in the Case for the Plaintiffs prosecuting his said Appeal with effect & the said Defendant on File does appear

Hawes & al
vs
Jones
No. 26

Israel Hawes of Sheffield in the County of Berkshire & State of Massachusetts Gent. [illegible] Plaintiffs v. Ezekiel Jones of Granville in our County of Hampshire Yeoman Defdt in a Plea [illegible] Note [illegible] Dollars [illegible] Money [illegible] — Whereon said [illegible] at Springfield in the third Tuesday of May 1787 [illegible] against said Ezekiel

nine pounds eleven shillings & seven pence Damages & Costs taxed at £1 1s 9d 2 which Judgment yet remains in full Force not reversed or paid, whence action hath accrued to said Isabel to have & recover the aforesaid sums of said John the requested hath not paid the same but neglected & the Damage of said Isabel Eighteen pounds the Plff appears & the Deft the three times publicly called to come into Court makes Default of his appearance here Wherefore it is considered by the Court that the said Isabel recover against the said John Fourteen pounds seven shillings and one penny lawful Money Debt & Costs of suit taxed at £1 13s 1d & therefor

Execution May 30. 1791.

Isabel Hathaway of Springfield in the County of Hartford & State of Connecticut Gent. Admr. on the Estate of David Wilcox late of Sheffield dec'd Plff vs. John Frank of Southwick in the County of Hampshire Gent. Deft in a Plea that he render to said Isabel Seven pounds three shillings & one penny lawful Money which said John from him unjustly detains whereon said Isabel says that before the Justices of this Court holden at Springfield within said County of May 1787 she moved Judgment against said John for Five pounds four shillings & seven pence Debt & Damages & £1 18. 6 Costs of Suit — which Judgment remains in full Force not reversed or satisfied whence action hath accrued to said Isabel to have & recover said sums of said John the requested hath never paid the same but neglected & the Damage of said Isabel in said County Twelve pounds — The Plff appears & the Deft the three times publicly called to come into Court makes Default of his appearance here Wherefore it is considered by the Court that said Isabel do recover against said John eight pounds seventeen shillings & eleven pence Debt & Costs of suit taxed at £1 12s 1d & therefor

Execution May 30. 1791.

Hathaway Admr. vs. Frank No. 27

Thomas Sumner of Hartford in the County of Hartford & State of Connecticut Esqr. Plff in Ejectment & Hathaway Stebbins Gent. & Hathaway Stebbins both of Granby in the County of Hampshire Executors of the last Will & Testament of Jacob Hathaway late of Sheffield in the County of Hartford aforesaid deceased Defts in a Plea of the possession Case for that since Jacob Hathaway aforesaid on January 1st A.D. 1773. by his Note for Value rec'd promised the Plff to pay him or Order Two pounds fourteen shillings lawful Money on Demand with Interest till paid Yet Jacob in his Life time or his said Executors since the Decease of the said Jacob the requested have not paid the same but the said Exec'rs neglect & refuse so to do to the Damage of said Thomas Ten pounds The Plff appears & moves he may have Liberty to amend his Writ & it is granted to him he paying the Costs — And the Defts also appears and the said Parties agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Sumner Ejectment vs. Hathaway No. 28

William Phillips of Boston in the County of Suffolk Esqr. Plff in Ejectment Orra Clap of Westfield in the County of Hampshire Freeholder Deft in a Plea of the Case for that said Orra at said Northampton on November 18th 1783 in his Note for Value received promised the said Plff to pay him or Order Five hundred pounds lawful Money on Demand with Interest till paid & the said Orra the requested has not paid the Plff the same but neglected & the Damage of said William one hundred & forty pounds — The Parties appear and agree to a Continuance of this Case to the next Term & that Judgment be then final — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Phillips Esq. vs. Clap No. 29

Phillips & Fowler
Pl. 30

William Phillips of Boston in the County of Suffolk Esq. Plff. vs. David Fowler Junr. of Southwick in the County of Hampshire Gentn. Deft. in a Plea of the Case for that sd David at said Southwick on June 29th 1790 by his Note for Value rec'd promised the Plff to pay him or Order Eighty nine pounds eleven shillings & ten pence lawful Silver Money on Demand with Interest. Yet said David tho requested hath not paid the Plff the same but neglects & refuses to the Damage of said William one hundred pounds — The Parties appear and agree to a Continuance of this Case to the next Term & that Judgment be then final — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Sear & Smith
Pl. 31

William Phillips of Boston in the County of Suffolk Esq. Plff. vs. Oliver Smith of Southwick in the County of Hampshire Yeoman Deft. in a Plea whereon the said William demands against said Oliver a certain Tract of Land lying in Southwick aforesaid containing twenty Acres bounded Westerly on the West Street Northerly on Land of Nehemiah Loomis Southerly on Jedediah Rockwell Land Easterly on Roger Rook with the Appurtenances, whereon the said William says that Roger Rook being seized in fee simple of the Demanded Premises on December 2d A.D. 1789 at Southwick aforesaid by his Deed under his hand & seal well executed for a valuable Consideration bargained sold & conveyed the demanded premises with the Appurtenances to him the said William to have & hold to him his Heirs & Assigns forever as a good indefeasible Estate in fee simple by force whereof the said William became seized thereof & ought still to hold the same & yet said Oliver hath not nor hath & without judgment entered upon the said Oliver hath & still holds him out thereof to the Damage of said William Fifty pounds — The Parties appear and agree to a Continuance of this Case to the next Term on that Judgment be then final — and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Noble & Fowler
Pl. 32

Silas Noble of Westfield in the County of Hampshire Yeoman Plff. vs. Silas Fowler of Southwick in the same County Gentn. Deft. in a Plea of the Case for that said Fowler at said Westfield on November 10th last by his Note for Value rec'd promised the Plff to pay him thirteen pounds lawful Money by the first day of May instant with Interest. Yet said Fowler tho requested has not paid the same but neglects & refuses to the Damage of said Noble fifteen pounds — The Plff appears & the Deft. being three times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that the said Noble do recover against the said Fowler thirteen pounds eight shillings & six pence lawful Money Damages & Costs of suit taxed at £ 1.5.9 & Execution &c

Econ. of May 30th 1791

Burbanks & Tillotson
Pl. 33

Abraham Burbanks of West Springfield in the County of Hampshire Esq. and Abel Tillotson of Granville in the same County Yeoman Parties in a Rule of Reference entered into by them & acknowledged before the Hon. Leonard Cooke Esq. — The said Parties appear & the Reference by them duly now being into Court then duly read & it is adjudged that said Abel is indebted & do pay to the said Abraham Eleven pounds ten shillings Damages & Costs of the Reference taxed at Nine pounds nineteen shillings & eight pence — Whereupon it is considered by the Court that the said Abraham do recover against the said Abel Eleven pounds ten shillings lawful Money Damages & Costs of the Reference being £ 5.2.6 & Execution &c

Econ. of May 30th 1791

Fullands vs Bishop
Pl. 34

Guy Fullands of New London in the County of New London & State of Connecticut Merchant Plff. vs. Samuel Bishop of Hatfield in the County of Hampshire Storekeeper Deft. in a Plea of the Case for that said Samuel on March 5th 1789 by his Note for Value rec'd promised the said Guy to pay him [illegible] Dollars [illegible] lawful Money on Demand with Interest. Yet said Samuel has not paid the same but neglects & refuses to the Damage of said Guy Fourty pounds [illegible] Plff. & Deft. [illegible] Court [illegible] Samuel [illegible] & the Plff. comes & defends

the Forced Property when the Defendant pleads he is not guilty of the Holding any
Money for the Plaff that is his first Due and this he is ready to verify wherefore
Liberty to waive this his Plea & make a new Plea on the Trial of the Appeal
and consenting that the Trial of the Appeal shall be final on his part —
And the Plaff says the Pleas aforesaid & the Matters therein contained are in
sufficient in Law & that he ought not neither is he holden by Law to ans
wer the same and this he is ready to verify consenting the said Defendant
of Samuel to plead a new & that the Trial be final on his part &
prays Judgt for his Damages & Costs — And the said Samuel says his Pla
aforesaid is sufficient — Whereupon all & singular the Premises
being seen & understood by the Court, it appears to the Court that the
Plea aforesaid of the said Samuel is an insufficient answer to the
Declaration of the said Guy & ought not to prevent him from having and
maintaining his Action — Therefore it is considered that said Guy do
recover against the said Samuel Seventy pounds one shilling & ten
pence Lawful Money Damages & Costs of suit taxed at £2 5.5 —
Whereupon the said Samuel by John Hooker Esq his Atty appeals from
the Judgment of this Court to the Supreme Judicial Court to be held
at Springfield in & for the County of Hampshire on the fourth
Tuesday of September next & he recognizes with sureties for
Samuel prosecuting his said Appeal with Effect &c —

Morgan
v.
Morgan
No. 25 —

David Morgan of Brimfield in the County of Hampshire Gent. &
Deputy Sheriff Plaff vs Tom Morgan of Springfield in the same County
Yeoman Deft in a Plea of the Case for that said Tom at Williams on
Spring on April 3d last by his Note for Value received promised the Plaff
to pay & deliver him or Order Ninety five Gallons of good New England Rum
to be delivered at Rimbers Tavern Store by June 15th then next with
lawful Interest from said Time of payment till paid & the Plaff avers
he was ready during said Time to receive & Rum & that the same was
worth Fourteen pounds five shillings — Yet said Tom tho requested has
never performed his said Promise but neglects & refuses to the Damage of said
David Nineteen pounds &c. The Plaff appears & the Deft tho three times
publickly called to come into Court makes Default of Appearance Wherefore
it is considered by the Court that said David do recover
against said Tom Twelve pounds three shillings & three pence
Lawful Money Damages & Costs of suit taxed at £2 2s 4d 3 & Execution &c
Entered Nov 30. 1791

Dickinson
v.
Dickinson
No. 26

Joseph Dickinson of Granville in the County of Hampshire Yeoman Plaff
vs Richard Dickinson of the same Granville Yeoman Deft in a Plea of the
Case for that said Richard at Granville on September 7th last by his Note for
Value received promised the Plaff to pay & deliver him seven pounds ninetein
shillings & six pence Lawful Money worth of merchantable Sadles in three months
with Interest thereon & shillings of the same Note to be paid in a Note payable on
Demand which said Richard was to endorse & Saddles to be delivered at Rice
& Cobworths in Granville — And the Plaff avers he has always been ready to
receive the same — Yet the said Richard tho requested has never performed his
said Promise but neglects & refuses to the Damage of said Joseph Seven pounds
The said Parties appear & agree that this Case be continued to the next Term
& that Judgment be then final on the Facts of the Case which is consid
ered by the Court. Wherefore they have Day here accordingly until the fourth Tuesday
of September next

Hitchcock
v.
Ludden
No. 27

Abijah Hitchcock of Brimfield in the County of Hampshire Gentleman Plaff vs Ben
jamin Ludden of Williamsburgh in the same County Husbandman Deft in a Plea of the
Case for that said Benjamin at said Williamsburgh on March 27 1790 by his
Note for Value received promised said Abijah to pay him Three pounds twelve shill
ings and four pence in Neat Stock or Grain at Money price to be delivered at the

Dwelling House of s[aid] Hildreth with Interest Also for that said Benjamin at said Brim field on February 15th last by his other Note for Value received promised s[aid] Abigail to pay him two pounds sixteen shillings with Interest & yet said Benjamin the requested has not paid either of s[aid] Sums but neglects it to the Damage of said Abigail Twelve pounds The Parties appear and agree to a Continuance of this Case to the next Term of Judgment then to be tried & that it is considered by the Court that they accordingly have Day here in Court untill the first Tuesday of September next

Morse v. Haynes & al. No. 38

Peter Morse of Tyngham in the County of Berkshire Yeoman Plff. vs. Phineas Haynes Husbandman & Daniel Haynes Yeoman both of Brimfield in the County of Hampshire Defts in a Plea of the Case for that said Phineas & Daniel at said Brimfield on November 22d 1782 by their Note for Value received promised said Peter to pay him Twenty nine pounds five shillings lawful Silver money on Demand with Interest & yet said Phineas & Daniel the requested have not paid the same but neglect it to the Damage of said Peter Forty five pounds — The Parties appear and agree that this Case be continued to the next Term & that Judgment be then found Whereupon it is considered by the Court that the said Parties accordingly have Day here in Court untill the first Tuesday of September next

Marsh v. Webber No. 39

Nathan Marsh of White Town in the County of Montgomery & State of New York Gent. Plff. vs Chandler Webber of Holland in the County of Hampshire Cordwainer Deft in a Plea of the Case for that said Chandler at s[aid] White Town &c at Northampton on April 1st 1791 was indebted to said Nathan in the Sum of Ten pounds lawful money for so much Money by said Chandler before that Time had & received to the Use of the said Nathan at the special Request of s[aid] Chandler & being so indebted said Chandler promised said Nathan to pay him the same Sum on Demand & yet said Chandler the requested has not paid the same but neglects it to the Damage of said Nathan Nineteen pounds — The said Parties appear & agree to refer this Case with all Demands & Matters of Controversy to the Judgment of Joseph Browning Daniel Bush & Abel Goodall Esqrs the Award of them or any two of them to be final to be returned into the Court Judgment to be made & Execution spread accordingly & Whereupon said Agreement is made a Rule of this Court & it is considered that the said Parties have Day here in Court untill the first Tuesday of September next

Hodge v. Stevens & al. No. 40

George Hodge of Hadley in the County of Hampshire Taylor Plff. vs. William Stevens of Goshen in the same County Esq. Deft in a Plea of Ejectment wherein the said George demands against s[aid] William a certain Tract of Land in Goshen aforesaid containing about one hundred Acres bounded on South on David Lyons Land & Chesson & Proprietors High Way South on Robert Mills Land & Chesson & Tower & High Way being one hundred & rods in width & one hundred & sixty rods in Length with the appurtenances thereto belonging and s[aid] Buildings standing thereon and s[aid] George says that said Goshen on November 4th 1786 by his the said William Deed for the consideration therein expressed s[aid] William granted bargained & conveyed to said George the demanded Premises to hold the same to him his Heirs & Assigns whereby he became seized of the said Land in Goshen however said Deed to be void if s[aid] William should pay to said George all such Sums of Money as should become due to said George from the said William mentioned in the Condition of s[aid] Deed — & with that Sum of two hundred pounds on or before November 4 1790 — and said George says said William has never paid the same & that said Deed is in full force & that he ought to have the possession of the demanded Premises but said William hath unjustly entered & ejected s[aid] George to the Damage of s[aid] George Three hundred pounds — The said Parties appear & agree to a Continuance of this Case to the next Term of Judgment & that it be referred to Jonathan Hubbard Esq. & Mr Ebenezer Hubbard & that they accordingly have Day here in Court untill the first Tuesday of September next

Shepherd v. Root No. 41

Levi Shepherd of Northampton in the County of Hampshire Gentleman Plff. vs Joseph Root of the same Northampton Yeoman Deft in a Plea of the Case for that said Joseph at Northampton aforesaid on the 1st day of April 1788 by his Note of Hand promised said Levi to pay him on demand Twenty pounds of lawful money and yet said Joseph the requested has never paid the same but neglects it to the Damage of said Levi Ninety pounds — The Parties by Leave of Court Jonathan Hubbard Esq. & Mr Ebenezer Hubbard & that they accordingly have Day here in Court untill the first Tuesday of September next

ues and defends &c and for Plea says he never promised in Manner & Form as
Plff in his Declaration hath alledged and thereof puts himself upon the Country &c
and the said Levi likewise over the same &c Pray all the Same attorney Fees
ed & recover &c. The Plff. Saying upon their Oath that they find the Defdt did
promise in Manner & Form as set forth in the Declaration & Whereupon it
considered by the Court that said Plff do recover against the said Levi his Costs
ed at Six pounds twelve shillings & two pence & Whereupon the said Levi by
his Atty aforesaid appeal from the Judgment of this Court to the Superior Court
Court to be holden at Springfield in & for the County of Hampshire on the
Tuesday of September next and he recognizes with Mathew Lee &
Moses Ely his said Appeal with effect &c

Robert Beach of Northampton in the County of Hampshire Yeoman Plff. vs. William Beach Ex.
Atty of Hatfield in the same County Gent. Deft in a Plea of the Case for that
said William at said Hatfield on January 15. 1789 by his Note for Value
ved promised one Israel Chapin to pay him or Order Seventy four pounds
lawful Money to be paid the first day of April 1790 and also the Sum of
Twenty four pounds lawful Money to be paid April 1. 1791 with interest all
paid — but afterwards viz February 6th last past the contents of said Notes
being wholly due & unpaid the said Israel by his indorsement on said Notes
ordered the contents thereof to be paid to the said Robert whereof the said
William had immediate Notice & so became liable to pay the same accordingly
& in consideration thereof promised the said Robert to pay him the same
Yet said William tho requested has never paid the same but neglects &
to the Damage of said Robert Sixty pounds — The Plff appears and
the said William the Deft being duly called to come into Court makes
Default of his appearance &c Whereupon it is considered by the Court that
said Robert do recover against the said William Forty seven pounds
nine shillings & ten pence lawful Money Damages & Costs of Suit taxed
at £2 0 1 9 & thereof &c

Excon ist June 17. 1791 —

No. 42.

Seth Sylvester of Chesterfield in the County of Hampshire Gent. Agent for Lydia Sylvester & al
Wife which said Agent is Executrix of the last Will of Benjamin Shedd Ex. vs
late of said Chesterfield dec'd Plffs vs Samuel Colman late of Whately in the Colman
same County Husbandman & an absconding Debtor & Ezra Phillips of the No. 43.
same Chesterfield Yeoman Agent Factor & Trustee to said Samuel Deft in a
Plea of the Case for that said Samuel at Chesterfield on March 7. 1783 by his
Note for Value rec'd promised said Benjamin Shedd then in full Life to pay
him or Order Twenty two pounds five shillings lawful Silver Money on or before
December 1st then next yet said Samuel has never paid the same but
neglects & to the Damage of the Plffs Forty pounds — The Plffs appear
and the said Ezra the Agent aforesaid also comes into Court & being sworn as
the Statute in such Case provides & being asked — Had you at the time
of the Service of the Writ upon you any Goods Effects or Credits in your hands
belonging to Samuel Colman late of Whately — Made Answer No not to my
Knowledge — And being further asked — Did you not eight or nine Years
since give a Note to said Colman for £96 lawful Money on which still
paid & payable on Demand? Made Answer — Yes — And being further
asked Had you paid any part of said Note to said Colman before
the Service of said Writ — Made Answer Yes I had paid the whole Contents
of said Note — by paying him the Money & his Acc't & his Orders drawn on me
After which the said Plffs being called are nonsuit — And it is considered
by the Court that said Ezra do recover against the said Deft Seth Sylvester his Costs taxed
at £4 1 & thereof &c

Excon ist Sept. 7. 1791 —

Hinckley vs Gould No. 44

David Hinckley of Brookfield in the County of Worcester Trader & Hezekiah Ezra
miah Gould of Charlemont in the County of Hampshire Yeoman Deft in a
Plea of the Case for that said Jeremiah at New Braintree Dec'd at Northampton on
September 30th 1789 by his Note for Value rec'd promised said David to pay
him or his Order Seven pounds six shillings & four pence on Demand with
Interest

Pl. said Jeremiah the requested has never paid the same but neglects it to the Damage of said David twelve pounds — The Defts appearing & the Defts the time Times particularly called to come into Court make Default of appearance — Whereupon it is considered by the Court that said David do recover against said Jeremiah Eight pounds twelve shillings lawful money Damages & Costs of Suit taxed at £ 2.14.7 & therefor &c — Execution Sept 1. 1791 —

Pannell
Pratt & al
No. 36

Pl. Pannell of Newington in the County of Rutland & State of Vermont Yeoman Plff vs Jonathan Pratt late of Royalston in the County of Worcester Husbandman Defr absconding Debtor & Moses Goddard of Range in the County of Hampshire Gentn Trustee & Trustee of said Jonathan Debtor on a Plea of the Case for that said Jonathan at Brewster in aforesaid on February 26th AD 1789 by his Note for Value received promised said Joseph to pay him or his order Seventeen pounds lawful Money in Neat Cattle in eighteen months with Interest till paid — and the Plff avers he has always ready to receive the same — Yet said Jonathan the Requested has never paid the same but has absconded & his Goods &c are concealed so that neither the Body nor his Goods can be attached — Moses his Trustee has Goods Effects & Credits of said Jonathan in his hands but will not expose the same to view so that they can be attached to the Damage of said Joseph Thirty pounds — The Defts appearing & the said Moses also comes into Court & being sworn as the Statute in such case provided directs and being asked — "Had you at the time of the service of this Writ on you any Goods Effects or Credits of Jonathan Pratt in your hands — made known" "I gave the said Pratt a Note sometime in August or September last as near as I can recollect for twenty seven Dollars which was not negotiable but I don't remember whether it was to carry Interest or not the contents of which Note I owed him — I also owe him a Saddle which I suppose to be the Value of three pounds — and Pratt had of me a pair of Saddle Bags worth about eleven shillings which he has not returned — I further owe the said Pratt in this way the sum of Ten pounds eleven shillings at the time of the service of this Writ taking out of this sum 18/ for 72 miles Travel and two days Attendance on this Enquiry there remains the sum of £ 9.11.0" — Whereupon it is considered by the Court that this Case be continued to the first Tuesday of September next.

Hilton & al vs Russell & al
No. 36

Pl. Benjamin Hans Helton of Barre in the County of Worcester Yeoman Plff vs Philip Russel of Sunderland in the County of Hampshire Husbandman Defr in a Plea of the Case for that said Philip & Sunderland appeared on February 28th 1789 in Consideration that the Plff at the request of said Philip had given unto him a Note of hand for two pounds Lawful in West India Rum at four shillings and six pence per Gallon for two Barrels of West India Rum in manner & form the said Barrels did not contain Rum sufficient to satisfy said Note at the Rate aforesaid to pay him the Deficiency on demand and the Plff avers said two Barrels did not contain Rum sufficient to satisfy said Note by four Gallons the second time, which said Note had the Plff Yet said Philip the requested has never paid the same to the Damage of said Benjamin four pounds — The Writ has been returned Benjamin Russel appellant & said Philip was appellee from the Judgment of Hampshire Inferior Court — The said Parties appear and agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

[illegible] of Wilmington in the County of Windham & State of Vermont Yeoman vs Jonathan Pratt late of Royalston in the County of Worcester Husbandman Defr in a Plea of the Case for that said Jonathan on May 18th 1785 by his Note for a sum certain promised said Jonathan to pay him seventy two pounds lawful money in Neat Cattle to be paid in the 10th day of October 1786 — Yet has never performed his Promise aforesaid but the requested has neglected & the Damage of said Jonathan Thirty pounds — The said Parties appear & agree that this Case be continued to the next Term — and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Stephen Webster late of Bernardston in the County of Hampshire Yeoman Plff v. Robert Walker of Greenfield in the County aforesaid Gentleman Deft in a Plea of the Case for that said Robert at Greenfield on January 4th 1791 by his Note for Value received promised said Stephen to pay him or Order Six pounds sixteen shillings & ten pence lawful Money on Demand with Interest which said Robert has never performed his said Promise but neglected so to the Damage of said Stephen Ten pounds. The said Parties appear and agree to a Continuance of this Case to the next Term & thereupon ordered by the Court that they have Day here in Court until the first Tuesday of September next

Webster v. Walker No. 48

Nathaniel Ingraham late of Middleton in the County of Middlesex State of Connecticut Entr. Plff v. Joel Lyman of Northampton in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Joel at Greenfield in said County on July 3d last past by his Note for Value received promised said Nath. to pay him or Order three months after Date Five pounds sixteen shillings with Interest Yet tho requested he hath never paid the same but neglects so to the Damage of said Ingraham Ten pounds

Ingraham v. Lyman No. 49

The Plff appears & the Deft tho three times publicly called to come into Court makes Default of Appearance Wherefore it is considered by the Court that the Plff do recover against the said Deft Six pounds Two Shillings & four pence lawful Money Damages & Costs of Suit taxed at £ 2 10 11 & thereof &c

Execution July 5. 1791

William More of Greenfield in the County of Hampshire Yeoman Plff v. Thomas Wells of Leyden in the County aforesaid Yeoman Deft in a Plea of the Case for that said Thomas at said Greenfield on March 21st 1790 by his Note for Value received promised the Plff to pay him or Order Seventeen pounds seven shillings & five pence on Demand with Interest which said Thomas has paid only £ 9 6 4 part thereof & refuses to pay the Residue to the Damage of said More Ten pounds. The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that the said William do recover against the said Thomas Seven pounds Seventeen shillings & five pence lawful Money Damages & Costs of Suit taxed at £ 1 14 2 & thereof &c

More v. Wells No. 50

Execution July 5. 1791

Rowena King of Worthington in the County of Hampshire Spinster Plff v. Robert Walker of Chesterfield in the same County Physician Deft in a Plea of Trespass on the Case as is at large set forth in the Writ on the Files of this Term. The Plff appears by Woodbridge Gaylord her Attorney and the Deft by Simeon Strong Esq. his Attorney and defends the Force & Injury when &c and for Plea says that he never promised in Manner & Form as the Plff in her Declaration has alleged & thereof puts himself upon the Country And the said Rowena likewise does the same. A Jury the Same impannelled returned & sworn to try the Issue, declare upon their Oath that they find the Deft promised as set forth in the Declaration & do find Damages for the Plff Twenty seven pounds. And thereupon it is considered by the Court that the Plff do recover against the Deft Twenty seven pounds lawful Money Damages & Costs of Suit taxed at £ 19. 13. 1. Whereupon the said Robert in his own Person now here in Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties for his prosecuting the same with Effect &c

King v. Walker No. 51

Joseph Mond of Worthington in the County of Hampshire Yeoman Plff v. Robert Clark Walker of Chesterfield in the same County Physician Deft in a Plea of Trespass on the Case &c as is at large set forth in the Writ on the Files &c. The Plff appears by his Coun. Woodbridge Gaylord his Atty & the Deft by Simeon Strong Esq. his Atty & defends the Force & Injury when &c and for Plea says he is not guilty in Manner & Form as the Plff has alleged against him & thereof puts himself upon the Country. And the said Joseph reserving Liberty to amend his Demurrer & to plead anew upon Trial of the Appeal says he is not obliged to answer the Deft's Plea because he says it is not good & sufficient. And the said Robert says it is sufficient. Whereupon all & singular the Premises being seen & by the Court mature Good Advisement

Mond v. Walker No. 52

to the Courts Plea the Plea aforesaid of the said Robert by a full & sufficient Answer to the Declaration of the said Jeffs, & that he the said Jeffs by his Plea aforesaid ought to recover Nothing. Therefore it is considered by the Court that the said Jeffs by his Plea aforesaid do recover Nothing but that for his groundless Claim he be in Mercy &c. and it is further considered that the said Robert do recover against the said Jeffs his Costs taxed at £ 4.15.8 — Whereupon the said Jeffs by his said Atty appeals from the Judgments of this Court to the Supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties for said Jeffs prosecuting his said Appeal with effect &c.

Ivers vs Bliss No 53 —

James Ivers of Boston in the County of Suffolk Trader Appellee Pltff vs Thomas Bliss of Brimfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Thomas at said Brimfield on November 1st 1785 by his Note for Value received promised the Pltff to pay him two hundred & thirty pounds nine shillings & seven pence lawful Silver Money within one year with Interest & yet said Thomas the requested has never paid the same but neglects & refuses to the Damage of said James Three hundred & Six pounds — The Parties appear and agree that this Case be continued to the next Term & that Judgment be then final on the Default of the Deft — and it is considered by the Court that they accordingly have Day herein Court until the first Tuesday of September next

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Prentice vs Young No 54

Samuel Prentice of North field in the County of Hampshire Surgeon Pltff vs David Young of South Brimfield in the same County Physician Deft in a Plea of the Case for that said Young at said North field on April 9th 1781 was indebted to the Pltff in the Sum of Nine pounds Fifteen Shillings & eight pence L. M. for so much Money by the Pltff at the Request of said Young laid out & expended before that Time & then and there the said Young in Consideration thereof promised the Pltff to pay him the same Sum on Demand yet said Young the requested has never paid the same but neglects & refuses to the Damage of said Samuel Fifteen pounds — The said Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day herein Court until the first Tuesday of September next

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Lyman vs Belding & al No 55 —

Phinehas Lyman of Hadley in the County of Hampshire Husbandman Pltff vs Augustus Belding & Samuel Senior both of Guilford in the County of Windham & State of Vermont Yeomen Defts in a Plea of the Case for that the said Defts at Hadley aforesaid on October 4th last by their Note for Value received Jointly & Severally promised the Pltff to pay him Seventy pounds lawful Silver Money & the Interest on Demand yet said Defts the requested have never paid the same but neglects & refuses to the Damage of the said Pltff Seventy pounds — The said Parties appear and agree to a Continuance of this Case to the next Term, and it is considered by the Court that they have Day herein Court until the first Tuesday of September next

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Ball vs Warwick No 56

Simon Ball of Warwick in the County of Hampshire Gent Pltff Joins issue with the same Warwick Gent Deft in a Plea of Ejectment wherein said Ball demands against said Warwick the Possession of a certain Tract of Land in said Warwick containing Ninety acres & Number Twenty nine in the first Division bounded as follows Beginning at the North East corner of said Lot & runs West twelve degrees South one hundred & twenty seven rods to a White Oak Sapling then South twelve degrees East on the West side of said Lot thirty four rods to a Stake & Stones then East 20 degrees South ninety seven rods to the South line of said Lot to a Stake & Stones then East twelve degrees North forty six rods to the South East corner of said Lot then North twelve degrees West eighty nine rods to the mentioned corner with the Contents of said Lot for Ninety acres, for which said Warwick by Deed dated February 25th 1790 was seized of the Premises in his Demesne as of Fee & by his Deed of Bargain & Sale duly made acknowledged & registered a Warranted a fee said Lot & conveyed the same to said Ball & his Heirs for a valuable consideration by force of which said Ball became seized thereof as of fee & so continued to be in Possession thereof, and said Warwick has unjustly entered thereon and

entered the said Bill & shall recover Possession thereof & to the Damage of the Pltff one hundred pounds — The said Parties appear & agree to a Continuance of this case to the next Term — and it is considered by the Court that the said Parties have Day here in Court until the first Tuesday of September next

Goodell v Cooper No. 57

Jonas Goodell of Springfield in the County of Windsor & State of Vermont Husbandman Pltff v. Lemuel Cooper of North field in the County of Hampshire Yeoman Deft in a Plea of the Case for that the said Lemuel at North field aforesd on February 3d 1790 by his Note for Value rec'd promised the Pltff to pay him or Order Seven pounds & four pence L.M. with Interest by June 1st then next in Neat Stock, to be delivered at Timothy Putnams in Charlestown and the Pltff avers he was always ready to receive s.d Stock according to the Tenor of said Note Yet said Lemuel the requested has not delivered it nor paid the same nor Money but neglects it to the Damage of s.d Jonas fourteen pounds — The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Jonas do recover against the said Lemuel Seven pounds eleven shillings & four pence lawful Money Damages & Costs of Suit taxed at £ 1 11 8 1 & Execution &c Exd May 28. 1791.

Eaton v Ayers No. 58.

Timothy Eaton of Walpole in the County of Cheshire & State of New Hampshire Trader Pltff v. David Ayers of Guilford in the County of Windham & State of Vermont Yeoman Deft in a Plea of the case for that said Eaton at North field in the County of Hampshire on March 21st 1791 was possessed of two Logs Head of North Salt marked I.H. containing twelve bushells & an half peck of the Value of eight shillings the bushell & of two Firkins of fine Salt marked HxS containing Seven & an half bushells of the Value of seven shillings a bushell as of his own right & Property, & on the same Day & the same out of his possession which afterwards came into the Lands of s.d David by finding, s.d David knowing the David knowing the same to belong to the Pltff, yet the said David hath not delivered the same but contriving to defraud the Pltff of the same on the same Day at North field aforesaid converted & disposed thereof to his own Use to the Damage of said Timothy twenty five pounds — The Pltff appears and the Deft the three Times publicly called to come into Court makes Default of Appearance here — Whereupon it is considered by the Court that this case be continued to the next Term for Judgment

Barrett v Lyman No. 59

John Barrett of North field in the County of Hampshire Attorney Pltff v. James Lyman of North field aforesaid Gent.m Deft in a Plea of the case for that said James at North field on October 7. 1789 by his Note for Value received promised the Pltff to pay him or Order fourteen pounds five shillings & nine pence L.M. & Interest on Demand Yet said James the requested has never paid the same but neglects it to the Damage of s.d John Thirty pounds The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said John do recover against the s.d James Nineteen pounds eighteen shillings & six pence lawful Money Damages & Costs of Suit taxed at £ 1 11 2 & Execution &c Exd May 28 1791.

Merrick v Perry No. 60

Samuel Fish Merrick of Wilbraham in the County of Hampshire Gent.m Pltff v. Joseph Perry of Sturbridge in the County of Worcester Yeoman Deft in a Plea of the Case for that said Perry at Sturbridge on February 15th 1790 by his Note for Value rec'd promised one Francis Babbitt to pay him or Order Five pounds eighteen shillings & five pence lawful Silver Money a Demand with Interest till paid — and on the same Day s.d Babbitt put his Indorsement on said Note for Value rec'd ordered the Contents thereof to be paid to the Pltff where s.d Perry the same Day had Notice & appeared on himself & promised to pay him

accordingly. Yet said Perry the requested has never paid the same but neglects so to the Damage of said Samuel twelve pounds. The Plff appears & the Defts the three Times publicly called to come into Court make Default of appearance here. Wherefore it is considered by the Court that Samuel do recover against said Joseph Sixpounds thirteen shillings & three pence lawful money Damages & Costs of Suit taxed at £ 6 13 4 n 3 after which the Joseph by Abner Morgan Esqr his Attorney into Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties for Joseph prosecuting his Appeal with effect &c

Shedder vs Doughty & al No. 61.

Jedediah Shedder of Westfield in the County of Worcester Housewright Plff. Elijah Doughty Esqr Amasa Scott Singer & Josiah Lyman Esqr all of Belchertown in the County of Hampshire Defts in a Plea of the Case for that the Defts also Plaintiffs on November 10th last by their Note for Value received promised the Plff to pay him or Order Eighteen pounds fifteen shillings & ten pence in Neat Cattle at Cash price to be delivered at said Doughty on Demand. Yet the said Defts the requested have never paid the same but neglect so to the Damage of said Jedediah thirty pounds. The said Parties appear and agree to a Continuance of this Case to the next Term, & that Judgments be then final. And it is considered by the Court that said Parties have Day here in Court until the first Tuesday of September next.

D Fowler vs S Fowler No. 62

David Fowler Junr of Southwick in the County of Hampshire Gentn Plff vs. Silas Fowler of the same Southwick Gentn Defdt in a Plea of the Case for that said Silas at said Southwick on February 11th 1791 by his Note for Value received promised one Silas Bigelow to pay him or Order twelve pounds ten shillings lawful money in three Years from the Date with Interest and afterwards on the Day aforesaid said Silas by his Indorsement on said Note ordered the Contents thereof to be paid to the Plff for Value rec: & the said Silas became charged & accordingly promised the Plff to pay him the same according to the Tenor of said Note. Also for that said Silas & said Southwick on December 7 last by his Note for Value rec: promised the Plff to pay him or Order four pounds eighteen shillings & four pence in four months from the Date with Interest. Yet said Silas the requested has never paid the Contents of either of said Notes but neglects so to the Damage of said David Forty pounds. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court until the first Tuesday of September next.

Caplin vs S Fowler No. 63.

Matthew Caplin of Southwick in the County of Hampshire Yeoman Plff vs. Silas Fowler of the same Southwick Gentn Defdt in a Plea of the Case for that said Silas & said Southwick on December 20th last past by his Note for Value rec: promised the Plff to pay him Eight pounds lawful money on Demand with Interest until paid. Yet said Silas the requested has never paid the same but neglects so to the Damage of said Matthew twelve pounds. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court until the first Tuesday of September next.

B Fowler vs S Fowler No. 64

Bildad Fowler of Southwick in the County of Hampshire Gentn Plff vs Silas Fowler of the same Southwick Gentn Defdt in a Plea of the Case for that said Silas at said Southwick on May 3d 1791 in Consideration that Bildad and him earlier that Sum found in said Silas's Neat Stock and Farming Tools & Implements were Work & Service performed on Bildad's Account the Defdt promised the Plff to pay him so much as the Plff should reasonably deserve & have therefor and the Plff avers he deserved to have Forty pounds lawful money

whereof the said Silas had Notice — The said Silas the requested has never performed his said Promise but neglects it to the Damage of the Pltff Eighty Pounds — The Pltff appears & the Deft being three times publicly called to come into Court makes Default of his appearance here Wherefore it is considered by the Court that the said Baldad do recover against the said Silas Twenty pounds lawful Money Damages & Costs of Suit taxed at £ & Execution &c

John Caldwell of Hartford in the County of Hartford & State of Connecticut Merch.t Pltff vs Noadiah Rook Yeoman & Abigail Rook Widow both of Westfield in the County of Hampshire Defts — in a Plea of the Case for that said Noadiah & Abigail at Westfield aforesaid on March 1st 1784 by their Note for Value rec.d promised the Pltff to pay him or Order thirteen pounds fourteen shillings & ten pence within one year with Int. until paid, the said Defts the requested have not paid the same but neglect it to the Damage of said Caldwell twenty pounds — The Pltff appears & the Defts being three times publicly called to come into Court make Default of their appearance here Wherefore it is considered by the Court that the said John do recover against the said Noadiah & Abigail Fifteen pounds thirteen shillings & eleven pence lawf.l Money Damages & Costs of Suit taxed at £ Pltff & Execution &c

Caldwell vs Rook & al No. 65

Execution 3d May 30. 1791

John Olcott & John Caldwell both of Hartford in the County of Hartford & State of Connecticut Merch.ts & Administrators on the Estate of Samuel Olcott late of said Hartford dec.d Pltfs vs John Ingersol of Westfield in the County of Hampshire Esq.r Deft in a Plea of the Case for that said John at Westfield on August 21st 1787 by his Note for Value received promised the said Olcott & Caldwell as Adm.rs aforesaid to pay them Fifty four pounds lawf.l Money on Demand with Interest yet the said John the requested has never paid the same but neglects it to the Damage of said Olcott & Caldwell in their Capacity Eighty pounds — The said Parties appear & agree that this Case be continued to the next Term & that Judgment be then final — And it is considered by the Court that they accordingly have Day here in Connecticut the first Tuesday of September next

Olcott & al Adm.rs vs Ingersol No. 66.

John Olcott & John Caldwell both of Hartford in the State of Connecticut Merchants Adm.rs on the Estate of Samuel Olcott late of Hartford deceased Pltfs vs Stephen Noble of Westfield in the County of Hampshire Yeoman & Bildad Noble of the same Westfield Yeoman Defts in a Plea of the Case for that the said Stephen & Bildad at Westfield on January 19th 1785 by their Note for Value rec.d promised the said Caldwell as Adm.r aforesaid to pay him One hundred & forty three pounds lawful Money within two Years from the Date of said Note with Interest for the same till paid — yet said Stephen & Bildad the often requested have never paid the same but neglected it to the Damage of Olcott & Caldwell in their Capacity Two hundred & Eighty pounds — The Pltfs appear, and the said Bildad & Stephen having deceased since this Action was commenced) ~~being out of this State~~ it is considered by the Court that this Case be continued to the first Tuesday of September next —

Same vs Noble & al No. 67.

Solomon Shepard of Westfield in the County of Hampshire Yeoman Pltff vs Noah Abley of the same Westfield Yeoman Deft in a Plea of the Case for that said Noah at said Westfield on January 8th 1790 by his Note for Value rec.d promised the Pltff to pay him Nine pounds ten shillings lawful Money in one Year from the Date with Interest yet said Noah the requested has not paid the same but neglects it to the Damage of said Solomon Ten pounds — The Pltff appears & the Deft the called to come into Court makes Default of his appearance here Wherefore it is considered by the Court that said Solomon do recover against said Noah Six pounds lawf.l Money Damages & Costs of Suit taxed at £ 10.7 & Execution &c

Shepard vs Abley No. 68

Execution 30 May 30. 1791

Parks vs Campbell No. 70

James Parks of Westfield in the County of Hampshire Gent. Pltff vs James Campbell of Warwick in the same County Yeoman Deft in a Plea of Debt for that Warham by his consideration of the Justices of the Inferior Judicial Court holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September A.D. 1785 recovered of said James Fifty pounds thirteen shillings & eleven pence lawful Money Damages three pounds seven shillings & ten pence costs of suit, which Judgment is still in force unsatisfied & unreversed. also a Writ of Execution has issued thereon long time returned unsatisfied in part to wit for the sum of twenty nine pounds two shillings whereby action hath accrued to the Pltff to have & demand the of said James the sum of £29.2 in with the interest & £8 for his trouble & costs. Nevertheless the said James the defendant has never paid the same but neglects & refuses to the Damage of said Warham fifty pounds — The said Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that said Parties have Day here in Court until the first Tuesday of September next

Fowler & Moore No. 69

Dwight vs Purchase et al No. 71

Jonathan Dwight of Springfield in the County of Hampshire Merch. Pltff vs Jonathan Purchase & Charles Purchase both of Westfield in the same County Yeomen Defts in a Plea that the said Defts render to the Pltff eight pounds four teen shillings & seven pence which to him they owe & from him detain for that the Pltff at Westfield in said County on Aug. the 18th 1788 by the consideration of Samuel Walker Esq. Just Peace recovered Judgment against the said Defts for seven pounds fourteen shillings & five pence for Damage & twenty shillings & two pence costs of suit which Judgment remains in full force & unsatisfied — and action hath accrued to the Pltff to demand & recover the same of said Defts the requested have not paid the same but neglect & refuse to the Damage of said Jonathan twelve pounds — The said Parties appeared and on the Motion of the Pltff it is considered by the Court that the Plaintiff have Day here in Court until the first Tuesday of September without Costs to the Defts at that Term

Fowler & Morgan No. 72

Daniel Fowler late of Southampton in the County of Hampshire Gent. Pltff vs Ebenezer Morgan of Springfield in the same County Yeoman Deft in a Plea of the Case for that said Ebenezer at said Southampton on February 10th 1790 by his Note for Value received promised said David to pay him or Order Eighteen Hundred weight merchantable Pork to be delivered at Springfield Price the first day of January then next with interest after said time day over it has always been ready to receive the same & still is ready to receive the same & yet the said Ebenezer the defendant has never paid the same but neglects & refuses to the Damage of said David Fifty pounds — The Parties appear and agree to a Continuance of this Case to the next Term and it is considered by the Court that the Parties have Day here in Court until the first Tuesday of September next

Noah Phelps of Westfield in the County of Hampshire Yeoman Plaintiff in Error
Plaintiff late of Westfield of Hampshire Yeoman Deft in Error of the Case for
that said Noah on February 12. 1791 at Westfield aforesaid was possessed
of a pair of Horses one whereof was unsound & lame in his left Hip
which rendered him good for Nothing he said Deft to induce the Plff to
purchase the same Horses did then & there falsely & fraudulently affirm to the
Plff that his the said Defts Horses as far as he knew were then well good
& sound Horses & never had been free from any kind of lameness. where
upon said Noah giving full Credit thereto was induced & did then & there
purchase the said Horses & gave therefor Thirty pounds & did then & there
receive said Horses — Now the Plff says that said Horses were not at the
time of Delivery well sound or good, but that one of them was lame
in his left Hip which made him unfit for any Use. all which the said
Deft was then & there well knowing & so habitually required & Defra
uded the Plff to the Damage of sd Noah Seventeen pounds — The said
Parties appear and agree to a Continuance of this Case to the next
Term and it is considered by the Court that they have Day here in
Court untill the first Tuesday of September next

Plaintiff in Error
Plaintiff
No. 73.

James Harvey of Washington in the County of Washington & State of Rhode
Island Yeoman Plff in Error & Eben Freeman of Ipswich in the County of Essex
Shire Yeoman Deft in Error of the Case for that said James at Worthington
Northampton in the County of Hampshire on August 31. 1788 was
possessed of one Mare of the Value of fifteen pounds as of his own
proper Goods & Chattels, and being so possessed the said James the said
Mare out of his hands & possession casually lost — which said Mare
afterwards on January 15th last at Granby aforesaid came into the hands
and possession of the said Eben by finding same — Yet said Eben knowing
the said Mare to be the Property of sd James, & contriving the said James
to deceive & defraud altho requested he has not delivered sd Mare to sd
James but did convert & dispose of her to the Damage of sd James
Twenty pounds — The said Parties appear and agree to a Continuance of this
Case to the next Term and it is considered by the Court that the said Parties have
Day here in Court untill the first Tuesday of September next

Harvey
vs
Freeman
No. 74.

Chileab Smith & Windsor Smith both of Hadley in the County of Hamp
shire Shopkeepers Plffs vs Jonathan Ellis & Reuben Wait both of Hatfield in
in the same County Shopkeepers Defts in a Plea of the Case for that said
Defts at Hadley on April 25 1791 by their Note for Value rec'd promised
the Plffs to pay them One pound Six Shillings & eight pence on Demand
and by their other Note given July 14 1789 for Value rec'd promised the
Plffs to pay them Eight pounds six shillings lawful Money in merchantable
Beef & Pork by October 15. then next — And by their other Note for Value rec'd
dated December 7th last promised the Plffs to pay them ninety one bush
els of Good Wheat in two months which the Plffs aver to be worth four shil
lings by the bushell — And also that the said Defts at said Hadley on May
2d Instant were indebted to the Plffs in the sum of twenty eight pounds ten
shillings for Work & Labour done & Goods & Merchandize sold & delivered
& other Account in Consideration whereof the sd Defts promised to pay the Plffs
the same on Demand — yet the said Defts tho requested have never paid
the same but neglect it to the Damage of the said Plffs ninety nine pounds
The said Parties appear and agree to a Continuance of this Case to the next Term and
that Judgment be then final — And it is considered by the Court that they have Day
here in Court untill the first Tuesday of September next

Smith & al
vs
Ellis & al
No. 75

Chileab Smith & Windsor Smith Yeomen & Samuel Cook Yeoman all
of Hadley in the County of Hampshire Plffs vs John Shuckley an absconding
Debtor and Silas Brown Esq Gent & Eli Brown Yeoman both of Southampton
in the County of Hampshire Agents Factors & Trustees of sd John Defts in a Plea
of the Case for that said John at said Hadley on December 31. 1790 in Consideration
that the Plffs had before that time performed sundry Labours & Services for sd
John in their Business as Boatmen at his Request said John then & there promi
sed to pay them therefor so much Money as the same worth worth — And the said

Smith & al
vs
Shuckley & al
No. 76.

Pltffs say that in said Jabez & Reuben they are verily deserved to have of said John the Sum of Thirty pounds eight Shillings & four pence Lawful Money of all which the said John had then & there Notice & the said John the requested has more said Time the same is & is wrongfully &c — The Pltffs appear and the said Silas & Eli the Defendants now come into Court and being sworn as the Statute in such case provides do say, declare upon their said Oath That they suppose they had not at the Time of the Service of the Original Summons on them any Goods Effects or Credits of said John in their hands that on the 27th of April 1790 they gave a Written Promise to John Shinkley to transport from Hartford to Deerfield Landing Seventy Tons which in December last fell into the hands of Samuel Shinkley Esq. who then wrote to them to settle the same with him they went to Mr Samuel Shinkley and he informed them the Property of the Defendant was in him, & they promised to pay him the same. he then & Shinkley applied to each Brown & said Brown on the 7th of the then next February for the purpose of settling the Matter, he came & they the said Brown gave him a Note for Ten pounds which said Shinkley indorsed on said Brown's Note to said John Shinkley & the same Brown gave him a Promise in Writing to pay him the Residue in Case the Pltffs did not recover in Promises on Demand after the next Court — which said Promise We suppose the said Samuel has in his hands — and that said Samuel promised to deliver the said Note if the Pltffs did not recover &c —

Whereupon it is considered by the Court that the said Silas & Eli do recover against the said Pltffs their Costs taxed at £ 2 . 16 . 0 — and it appearing to the Examination aforesaid that the said Silas & Eli at the Time of their being summoned had not any Goods Effects or Credits of the said John in their hands; Not therefore the Pltffs become nonsuit — Whereupon the said Pltffs by Jona Porter Gent their Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties for said Pltffs prosecuting their Appeal with Effect &c —

Warner vs Smith No. 77

Noadiah Warner of Hadley in the County of Hampshire Gent on Pltff. which filed Smith of Ware in the same County Yeoman Deft in a Plea &c as is supposed at large in the Writ on file — The Pltff being called is nonsuited the Deft defaulted & the Case is discontinued —

Smith & al vs Allis & al No. 78

Elisha Smith Gent Windsor Smith Yeoman & Samuel Cooke Yeoman all of Hadley in the County of Hampshire Plffs vs Jonathan Allis & Reuben Wait both of Hatfield in the same County Shopkeepers Deft in a Plea of the Case for that said Jonathan & Reuben on December 27 last by their Note for Value received promised the Pltffs to pay them Ten pounds nine Shillings & one penny Lawful Money on Demand — yet the said Deft the requested have never paid the same but neglect & to the Damage of said Pltffs Nineteen pounds — The said Parties appear and agree to a Continuance of this Case to the next Term Judgment then to be final — and it is considered by the Court that they have Day due in Court until the first Tuesday of September next

Porter & al vs Allis & al No. 79

Isaac Porter and Nathan Porter both of Hadley in the State of Hampshire Shopkeepers Plffs vs Jonathan Allis & Reuben Wait both of Hatfield in the same County Shopkeepers Deft in a Plea of the Case for that said Hatfield on May 2d 1791 by their Note for Value received promised the said Pltffs to pay them or Order Nine pounds Lawful Money on Demand with the Cash Price paid Deft the requested have never paid the same but make it to the Damage of said Pltffs Ten pounds — The Pltffs appear and the said Deft being called to come into Court are in default of Appearance here Whereupon it is considered by the Court that said Pltffs do recover against the said Deft the Sum of Nine pounds four Shillings & four pence Lawful Money Damages & Costs taxed at £ 3 . 8 . 3 & thereof &c —

Decided June 23d 1791 —

Warner & al vs Cook No. 80

Jona Ross Warner & Noadiah Warner both of Hadley in the County of Hampshire Shopkeepers Pltffs vs Nathaniel Cook of Hadley in the same County Yeoman Deft in a Plea of the Case for that said Cook on January 9th 1785 by his Note for Value received promised the Pltffs to pay them or Order Seven pounds Ten Shillings & nine pence Lawful Money on Demand with Lawful Interest also for that the said Cook at said Hadley on Jan 9th 1785 was indebted to the Pltffs

in the Sum of two pounds eight shillings & eight pence for goods wares and merchandises sold & delivered to said Book at his request, in consideration whereof said Book promised the Pltff to pay him the same sum on demand, yet said Book the requested has never paid the same but neglects & refuses to the Damage of the Pltff three pounds — The Pltff appears & the Deft being three times called to come into Court makes default of appearance herein wherefore it is considered by the Court that the Pltff do recover against the Deft Eight pounds eight shillings & five pence lawful Money Damages & costs of suit taxed & execution & thereof &c

Given 29th June 1791 —

Jonathan Warner & Noadiah Warner both of Hadley in the County of Hampshire Shire Shopkeepers Pltffs vs Sarah Garner of the same Hadley spinster Deft in a Plea of the case for that said Sarah at said Hadley on January 4th A.D. 1789 by her Note for Value received promised the Pltffs to pay them or order Five pounds & five pence lawful Money on demand with interest yet said Sarah the requested has never paid the same but neglects & refuses to the Damage of said Pltffs Nine pounds — The Pltffs appear & the Deft being three times called to come into Court makes default of appearance herein — Wherefore it is considered by the Court that said Pltffs do recover against the said Deft Six pounds twelve shillings & eleven pence lawful Money Damages & costs of suit taxed & execution & thereof &c —

Given 29th June 29. 1791 —

Warner & al vs Garner p. 81.

Solomon Snead of Greenfield in the County of Hampshire Gent Treasurer of the said Town of Greenfield Pltff vs Reuben Wells Gent & Rell Wells Yeoman & Samuel Stimsdale Yeoman all of Greenfield aforesaid Defts in a Plea that the said Defts under to the Pltff sixteen hundred pounds lawful Money which to him they owe & from him unjustly detain & withhold as Solomon says that the said Defts at Greenfield aforesaid by their certain Writing Obligatory sealed with their Seals on the 12th day of March A.D. 1786 acknowledged themselves to be holden & stand firmly bound to Moses Pierson their Treasurer of the said Town of Greenfield & to his Successor in said Office in the said Sum of sixteen hundred pounds to be paid to the same Treasurer or his Successor on Demand yet said Defts the requested have never paid the same but neglect & refuse to the Damage of said Solomon sixteen hundred pounds — The Pltff appears by Seimes Strong Esq his Atty and the Defts by John Hooker Esq their Atty come & pray Oyer of the Bond & the Condition thereof and it is read unto them as may be seen on the Files &c and it is considered by the Court that the said Parties have Day here in Court until the first Tuesday of September next —

Snead & al vs Wells & al p. 82

Peter Vanderwoort of Bedford in Kings County & State of New York Esq & Peter C Vanderwoort of Hackingsack in the State of New Jersey Esq executors of the last Will & Testament of Peter Vanderwoort late of the City & County of New York aforesaid merchant deceased Pltffs vs Enoch Shepard late of Chester in the County of Hampshire Gent an absconding Debtor & Warham Parks of Westfield in said County of Hampshire Esq Trustee & Trustee to said Enoch Deft in a Plea that said Enoch owes to the Pltffs one hundred & forty eight pounds nineteen shillings & five pence lawful Money which from them he unjustly detains as is at large set forth in the Complaint on file &c and has absconded to their Damage two hundred & fifty pounds — The Pltffs appear by Woodbridge Gent their Atty & the Deft by Joseph Lyman Gent his Atty & agree to a continuance of this case to the next Term and it is considered by the Court that they have Day here in Court until the first Tuesday of September next —

Vanderwoort & al vs Shepard & al p. 83.

March
v
Clapp
No 84

Timothy March of Worthington in the County of Hampshire Gent. Plff
Jonathan Clap of Easthampton in the same County Husbandman Deft in a
Plea of Trespass on the Case for that said Jonathan at Northampton aforesaid
on December 20th 1789 by his Note for Value received promised one Elijah Allen
to pay him or Order Twenty five pounds lawful Money, twenty five pounds
of the above Sum to be paid the first day of May then next, twenty five pounds
of the above Sum the first day of November then next & the other twenty five
pounds the first day of May 1791 the whole to be upon Interest from the date
of said Note & said Elijah Allen afterwards on the same 28th day of Decem
ber by his Indorsement on the said Note ordered the contents thereof to be paid
to the Plff for Value rec'd whereof S. Jonathan the same Day had Notice and
thereby became chargeable to pay the Plff the same according to the Tenor of S.
Note & had in Consideration thereof assumed on himself to the Plff pro
mised to pay him the same accordingly & yet said Jonathan the defendant
has never paid the same but neglects & refuses to the Damage of said Timothy
One hundred dollars pounds & the Plff appears for Ten Woodbridge Gent. his
Atty & the Deft by Samuel Hinckley Esq. his Atty & defends the Force &
Injury when &c & for Plea says he never promised in Manner &
Form as the Plff in his Declaration hath alleged & thereof puts himself
upon the Country & Timothy reserving Liberty of joining the
Issue tendered to the Supreme Court says the Plea aforesaid in bar in
sufficient Answer to the Plff's Declaration & for Want of a sufficient
Plea prays Judgment for his Damages & Costs & said Jonathan demurring
to said Replication says the Plea in Replication & thereof prays Judgment
Whereupon all and singular the Premises being seen & by the Court under stood
it appears to the Court that the Plea aforesaid of the said Jonathan is a bad
and insufficient Answer to the Declaration of the said Timothy & that the
said Timothy by his Plea aforesaid ought to receive Nothing therefore
It is considered by the Court that the said Timothy by his Plea aforesaid
do receive Nothing but that for his groundless Claim be be in Mercyde
and that the said Jonathan do recover against the said Timothy his Costs
thereof &c & Whereupon the said Timothy by his said Atty appeals
from the Judgment of the Court to the Supreme Judicial Court to be held
at Springfield in and for the County of Hampshire on the fourth Tuesday
of September next & he recognizes with Sureties for his prosecuting his
Appeal with Effect &c

Curtis
v
Williams
No 85

Edmund Curtis of Boston in the County of Suffolk Yeoman Plff. William
Williams of Conway in the County of Hampshire Yeoman & Silas Billingsley of the
Conway Yeoman Defts in a Plea of the Case for that said Williams & Silas at
Conway aforesaid on April 29. 1788 by his Note for Value rec'd promised said
Edmund to pay him Forty two pounds twelve Shillings lawful Money on Demand
which not paid yet the requested have been paid the same but
neglect & refuse to the Damage of said Edmund fifty pounds & the said Parties appear
& agree to a Continuance of this case to the next term Judgment to be then
finally rendered & it is considered by the Court that the recording of Case be
in Court until the first Tuesday of September next

Hunt &c
v
Hunt
No 86

Elijah Hunt of Northampton in the County of Hampshire Esq. Plff. George Hunt
of the same Northampton Yeoman Deft in a Plea of Ejectment wherein the demandant
claims said George a lot of land in Northampton on which said George now dwells
together with the Dwelling House & other Buildings & the Barn
standing on the same lot in Common & undivided with the Appurtenances
aforesaid Courtesy & Dower by the Plff in his Declaration & the Tenant said
Hunt by his Tenant & said was seized to the Mother of said George as
a Tenant in Fee simple & died seized & possessed of the Premises
and of her Dower in the Estate of her Husband & died leaving said Elijah her only Son
& Heir & that said George demanded

seized & possessed of the Land and Premises in the Demurrer as of fee by his Deed duly executed on October 21st 1790 acknowledged & registered for good Consideration viz. the Sum of fourteen pounds lawful Money received & conveyed the demanded Premises to the sd Elijah to hold to him his Heirs & Assigns forever, by reason whereof said Elijah became instantly seized thereof &c and ought to have remained in the Possession thereof, but said George taking time entered into the Premises without any Right so to do & ousted said Elijah & hold him out thereof from the Damage of said Elijah Twenty pounds — The Plff appears & the Deft the three Times called to come into Court makes Default of his Appearance here Whereupon it is considered by the Court that the said Elijah do recover against the said George his Damages by the demanded Premises, and the said George shall in two Months pay to said Elijah sixteen pounds two Shillings & six pence lawful Money Damages & Costs of Suit taxed at £ 2 18 0 —

Writ of Poss. issued August 3d 1791

Robinson v. Hunter Plea

Joseph Robinson of New Braintree in the County of Worcester Yeoman administrator of the Estate of Joseph Robinson late of said Yeoman Plff. vs Robert Hunter of Hatfield in the County of Hampshire Gent. Deft in a Plea of the Case for that said Robert at New Braintree aforesaid on December 19th 1790 by his Note for Value received promised the said James Robinson then alive to pay him or his Order Nineteen pounds Thirty Shillings & eight pence lawful Money on Demand with Int. yet said Robert the requested has never paid the same to the said James in his Life time or to said Joseph since his Death but neglects & refuses the Damages of said Joseph Thirty pounds The Plff appears & the Deft the three Times called to come into Court makes Default of his Appearance here — afterwards the Deft appears & the Parties agree to a Continuance of this Case to the next Term for Judgment which is considered by the Court that they accordingly have Day here in Court until the first Tuesday of September next.

Hubbard v. Burrill No. 88

John Hubbard of Brimfield in the County of Hampshire Husbandman Plff. vs Lemuel Burrill of Brookfield in the County of Suffolk Publican Deft for that said Lemuel at Brookfield aforesaid on January 10th 1791 by his Note for Value received promised the said Hubbard to pay him or Order sixteen pounds on Demand yet said Lemuel the requested has never paid the same but neglects & refuses the Damages of said Hubbard Thirty pounds — The Plff appears & the Deft the three Times publickly called to come into Court makes Default of his Appearance here Whereupon it is considered by the Court that the said John do recover against the said Lemuel sixteen pounds lawful Money Damages & Costs of Suit taxed at £ 2 5 11 & therefor &c

Execution May 28 1791

Anderson v. Brown No. 89

James Anderson of Colrain & Elisha Brown of Leyden in the County of Hampshire Yeomen Parties in a Rule of Reference by them entered into and acknowledged before David Sexton Just. Pac. — The said Parties now appear & the Referees by them chosen now send into Court their Award viz. That said James recover against said Elisha three Shillings & three pence Damages & two pounds nineteen Shillings & nine pence Costs of Reference Whereupon it is considered by the Court that said James do recover against said Elisha three Shillings & three pence lawful Money Damages & Costs of Reference & Court being taxed at & therefor &c

Execution June 1. 1791

Billings Admr. v. Dwight et al. Ex. No. 90

Elisha Billings of Conway in the County of Hampshire Gent. Admr. on the Estate of Elizabeth Billings late Wife of said Elisha & which said Elizabeth is deceased intestate Plff vs Mary Dwight of Northampton in the County aforesaid Widow Executrix of the last Will & Testament of Timothy Dwight late of Northampton aforesaid deceased Deft in a Plea of the Case for that said Timothy in his Life time on April 6th 1776 at Northampton aforesaid by his Note for Value received promised said Elizabeth then alive & unmarried by the Name of Elizabeth Williams, Halfpaid

to pay her the Sum of twenty eight pounds lawful Money on or before the 8th day of April then next and Interest till paid — Yet said Timothy in his Life Time or said Mary since his Decease the requested have never paid the said Elizabeth during her Life or the s^d Elisha since her Decease the Sum aforesaid but neglected to the Damage of said Elisha Forty pounds — The Plff appear & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^d Elisha do recover against the s^d Mary in her s^d Capacity Ninety pounds Seven Shillings & Two pence lawful Money Damages & Costs of Suit taxed at £ 1 19 3 & 2 thereof &c —

Exon. 8th May 1792

Hancock Eq^r v Dwight Ex^r p. 91

John Hancock of Boston in the County of Suffolk Eq^r Plff v Mary Dwight of Northampton in the County of Hampshire Widow & Executrix of the last Will of Timothy Dwight late of s^d Northampton Eq^r deceased Deft in a Plea de ac is a Large & North in the Writ on File &c The said Parties appear and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Grove v Fenton p. 92

Silvanus Grove of Pelham tower in the County of Hampshire Yeoman Plff v Samuel Fenton of Pelham in the same County Yeoman Deft in a Plea of the Case for that said Samuel at s^d Pelham on February 14th 1786 had accounted with s^d Silvanus & and remaining divers Sum of Money before that Time due & owing from s^d Samuel to s^d Silvanus whereupon said Samuel was found in Arrear to s^d Silvanus Eleven Shillings in Consideration whereof s^d Samuel promised to pay him the same Sum when he should be requested Also for that s^d Samuel at Pelham aforesaid on October 10. 1786 in Consideration that the Plff at Request of s^d Samuel had before that Time sold to him divers Goods &c said Samuel promised to pay him therefor so much Money as they were worth &c & the Plff says they were worth Five pounds ten Shillings when s^d Samuel the same Day had Notice — Yet said Samuel the requested has never paid either the Sums aforesaid but neglects & refuses to the Damage of said Silvanus eight pounds — The said Parties appear & by their Counsel it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Waite v Allis p. 93.

Benjamin Waite of Hatfield in the County of Hampshire Yeoman Plff v Jonathan Allis of the same Hatfield Yeoman Deft in a Plea that said Jonathan owes & Benjamin Three hundred pounds lawful Money which to him he owes & from him unjustly detains For that said Jonathan at s^d Hatfield on August 4th 1789 by his Written obligatory sealed with his Seal of s^d Jonathan acknowledged himself to be holden & stand bound to the said Benjamin in the Sum of three hundred pounds lawful Money to be paid to said Benjamin when he should be required — Yet said Jonathan the requested has never paid the same but neglects & refuses to the Damage of said Benjamin Three hundred pounds — The Parties appear and due to a Continuance of the Case to the next Term — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next —

Davenport v Allis & al p. 94

Benjamin Davenport of Hartford in the County of Hartford & State of Connecticut Merchant Plff v Jonathan Allis Yeoman & Reuben Hall Yeoman both of Hatfield in the County of Hampshire Traders Defts in a Plea of the Case for that said Allis & Hall at s^d Hatfield & Reuben on November 15th 1790 by their Note for value received promised said Davenport to pay unto order Two hundred Twenty two pounds & four pence on or before March 1st then next with Interest Also for that said Allis & Hall at Hartford & at Hatfield aforesaid on December 23 last by their Note for value received promised s^d Benjamin to pay unto him one hundred pounds lawful Silver Money by April 1st then next with Interest — Also for that s^d Allis & Hall at Hartford & at Hatfield on April 6th 1791 by their Note for value received promised the s^d Benjamin to pay him or order Ninety seven pounds four Shillings & Six pence on Demand with Interest — Yet said Allis &

and the required have never paid either the Debt aforesaid but neglected
the Damage aforesaid Demanded four hundred & fifty pounds & further appears
the Deft the time Writ called to come into Court make Default & appear
not here & therefore it is considered by the Court that the said Benjamin
who produces only the two last Notes described in the Declaration recover
against the said Jonathan & Reuben Sixty hundred ninety nine pounds
eight shillings & two pence lawful Money Damages & Costs of Suit taxed at
£ 5 1 1 & 5 & thereof &c Execution May 27. 1791 —

John Bolton of Salem in the County of Westchester & State of New York Esq. Pltff et al
& Elias Rowell of Bernardston in the County of Franklin & Commonwealth
Deft Pltff & Andrew Lucas of Colrain in the County of Hampshire Yeoman Deft
in a Plea of Trespass whereon the Pltff John & Elias complain that the said Andrew
at Colrain aforesaid on June 1st last & divers other Days before & since June 1st 1790
& April 30. 1791 with Force & Arms the Close of the Pltff in Colrain aforesaid
broke & entered & the Grass of the Pltff of the Value of ten pounds then growing
& there down destroyed & carried away & twenty trees of the Pltff of the
Value of twenty pounds then down destroyed & carried away against the
Peace & to the Damage of the Pltff twenty pounds — The said Parties
appear & agree to a Continuance of this Case to the next Term & it
considered in the Court that they have Day here in Court until the first
Tuesday of September next —

Luther Loomis of Hatfield in the County of Hartford & State of Connecticut Loomis
Trader Pltff v. James Frink of Williamsburgh Yeoman Deft in a Plea Frink
of the Case for that said James at Williamsburgh aforesaid on September 8th No. 96
1789 by his Note for Value rec'd promised the Pltff to deliver to him at
his Store Ten pounds four shillings worth of Good merchantable Shipping
Horses Three Flax & Tow Cloth on or before October 10th then next
with Interest & that the Pltff avers he was ready to receive & Cost
out of s'd Note in the Articles aforesaid — Yet said James the requested
has never paid the same but neglects & refuses to the Damage of s'd Luther
eighteen pounds — The Pltff appears & the Deft the time Writ
called to come into Court makes Default of Appearance here & there
fore it is considered by the Court that said Luther do recover against
the said James Eleven pounds one shilling & six pence lawful Money
Damages & Costs of Suit taxed at £ 2 1 1 7 — after which the said
James by William Lyman Esq his Att'y appeals from the Judgments
of this Court to the Supreme Judicial Court to be held at Springfield
in and for the County of Hampshire on the fourth Tuesday of
September next & he recognizes with Surety for said James
prosecuting his said Appeal with Effect &c —

Daniel Lee of Southwick in the County of Hampshire Yeoman Pltff v. Lee
David Fowler Junr of the same Southwick Husbandman Deft in a v. Fowler
Plea of the Case as is at large set forth in the Declaration on file &c. The No. 97
said Parties appear and agree to a Continuance of this Case to the next
Term — And it is considered by the Court that they have Day here in
Court until the first Tuesday of September next —

Peter Olott of Warwick in the County of Orange & State of Vermont Esq & Olott & al
John Ely of West Springfield in the County of Hampshire Yeoman Pltff v. Frink & al
v. Elijah Frink of Granby in the County of Hampshire Gent & Daniel No. 98
Hathaway late of s'd Granby otherwise called Daniel Hathaway late of Suf
field in the County of Hartford & State of Connecticut Yeoman Adm'r
of the Estate of Jacob Hathaway late of said Suffield Yeoman deceased Defts
in a Plea of the Case for that said Jacob at said West Springfield in his
Life Time viz on June 30th 1776 being justly indebted to the Pltffs in the
sum of Twenty eight pounds five shillings & eleven pence lawful Money for

sundry Quantities before then there sold & delivered at his Request, he said Jacob in Consideration thereof promised the Plffs to pay them the same on Demand Yet the said Jacob in his Life Time or the said Admrs since the Decease of said Jacob tho requested have never paid the same but neglect it to the Damage of the Plffs Forty pounds — The Plff appears & moves he may have Leave to amend his Writ paying Costs & this is granted him The Defts appear & it is considered by the Court that the sd Parties have Day here in Court untill the first Tuesday of September next

Emerson
vs
Shive
No. 99

Joseph Emerson of Wendell in the County of Hampshire Yeoman Plff vs Benjamin Shive junr of Greenfield in the County aforesaid Yeom Deft in a Plea of Entry upon Disseizin wherein sd Joseph demands against sd Benjamin a certain Tract of Land lying in Greenfield aforesaid bounded as follows in the Second Division of Land east of Green River & North of Cheap Side containing fifty Acres and is part of Draft Number Seventy & part of Draft eighty six, bounded from the West End of sd Draft running Easterly so far as to contain fifty Acres as the Right and Inheritance of sd Joseph & he says he within thirty Years last past was seized of the demanded Premises in his Demesne as of Fee & Right in a Time of Peace taking the Profits thereof to the Value of twenty Shillings by the Year since which said Benjamin hath without Judgment entered into the same & thereof disseised the said Joseph & still unjustly deforceth him to the Damage of sd Joseph One hundred pounds — The said Parties appear and agree that this Case be continued to the next Term & that Judgment be then final — And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next —

Clary
vs
Graves
No. 100

Phinehas Clary of Leverett in the County of Hampshire Yeoman Plff vs Martin Graves of Deerfield in the same County Yeoman Deft in a Plea of the Case for that said Martin at said Northampton on October 25th last by his Note for Value received promised said Phinehas to pay him the Value of Seven pounds in a Store on or before the Month of November then next with Interest Yet said Martin tho requested has never paid the same but neglects it to the Damage of said Phinehas Ten pounds — The Plff appears & the Deft tho thrice solemnly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Phinehas do recover against the said Martin Seven pounds seven Shillings & eleven pence lawful Money Damage & Costs of Suit taxed at £1 " 5 " 3 & [illegible] &c. Execn issd June 29. 1791

Shepherd
vs
Bothwood
No. 101

Levi Shepherd of Northampton in the County of Hampshire Gentn Plff vs Samuel Bothwood of Conway in the same County Gentn Deft in a Plea of the Case for that said Samuel at said Northampton on June 25th last past by his Note for Value recd promised the sd Levi to pay him or Order Fourteen pounds three shillings & nine pence lawful Money on August first then next with Interest Yet said Samuel tho reqd has never paid the same but neglects it to the Damage of sd Levi Fifteen pounds — The Plff appears & the Deft tho thrice called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Levi do recover against the said Samuel Eleven pounds eighteen shillings & eleven pence lawful Money Damages and Costs of Suit taxed at [illegible] & [illegible] &c. Execn issd June 8. 1791 —

Proprietors of Deerfd
vs
Wing
No. 132

The Proprietors of the Common & undivided Lands in Deerfield Greenfield Conway & Shelburne all in the County aforesaid Plffs vs Isaiah Wing of Conway [illegible] Deft in a Plea wherein sd Proprietors demand against said Isaiah a Tract of Land lying in County aforesaid containing twenty six Acres and [illegible] bounded beginning at the Northwest corner of Lot Number [illegible] [illegible] North fourteen degrees & thirty minutes East [illegible] East one degree North two hundred

twelve rods & eight Pers. links to the said place of beginning with the appurtenances as his right & inheritance, and into which said Sarah hath not entered but is by Disseizin & wherefore the Pltff complains that he within Ten Years last past & in a Time of Peace were seized of the Premises in his Demesne as of fee & ought of Right to hold the same & the said Sarah her unjustly entered thereinto & disseized the Pltff & still holds the same out to the Damage of the Pltff twenty pounds — The Pltff appears, and the Deft likewise comes here into Court — and also John Conway aforesaid Yeoman likewise comes & prays to be made Deft together with the said Sarah in this Action & the said Demandant consenting thereto it is therefore ordered by the Court that said John be admitted to defend this suit & is made Deft therein together with said Sarah — And thereupon the said John prays an Imparlance that he may vouch to warranty David Smith of Truro in the County of Barnstable Gent. whose Deed with Warranty he hath of the whole of the Demanded Premises except one Rod & twenty two rods of said Lot or Tract of Land and that he may vouch to warranty Jonas Dickinson & Joseph Collins both of said Conway whose Deed with Warranty he hath of the sd. Rod & twenty two rods with a Saw Mill & landing place on which is bounded as follows beginning three rods West of the North west Corner of the Saw Mill on said Lot from thence running N. 1° W. forty two rods thence E. 9° N. thirteen rods thence S. 1° E. fourteen rods thence W. 9° S. to the first mentioned bounds, and the same is here granted by the Court that they have Day here in Court until the fourth Tuesday of September next

William Butler of Northampton in the County of Hampshire Printer Pltff v. Samuel Murdock late of Shelburne in the same County Yeoman an absconding Debtor & James Anderson Yeoman & David Anderson both of Shelburne aforesaid Agents &c of the said Samuel Defts in a Plea of the Case for that said Samuel at said Northampton on April 1st 1790 being justly indebted to said William in the Sum of Five pounds lawful Money for divers News Papers before that Time sold & delivered to said Samuel at his Request in Consideration whereof the said Samuel promised to pay him the same & sufficient on Demand — Yet said Samuel the aforesaid has never paid the same & he the said absconded &c — to the Damage of the said William Eight pounds — The Pltff appears — and the said James Anderson one of the Agents aforesaid also comes here and being sworn as the Statute in such Case provided directs — and being examined & asked whether at the Time of the Service of the Writ on him he had any Goods Effects or Credits of the said Samuel in his Hands — made Answer "I and my Brother David Anderson in the Month of April 1790 gave the said Samuel a Note of Hand for £30 or Thereabouts which Note we have paid all except about £14 which Note was to be paid in Beef at 7/0 per hundred & Hides at the same Day on the first day of November next which Note is on Interest, from the Date thereof out of which Sum is to be deducted for my Travel 50 miles & attend. 2 days 6/ —

Whereupon it is considered by the Court that the Case be continued to the fourth Tuesday of September next

Pltff v. Murdock & al. No 103

Thus by Steers Thomas Edwards of Keene in the County of Cheshire & State of New Hampshire Physician Admr. on the Estate of Samuel Chandler late of said Keene Trader deceased that the Debts against said Estate allowed by the Commissioners to three thousand eight hundred & one pounds sixteen Shillings & Sixpence — and the personal Estate amounts to one thousand four hundred & eleven pounds seven teen shillings & nine pence only he therefore prays he may be licensed to sell the Real Estate in the County of Hampshire to pay the Debts &c — which said Petn being read with a Certificate from the Office of Probate of Wills &c for said County confirming the same it is considered by the Court that said Admr. be & he hereby is empowered to make Sale of all the Real Estate of said Deceased in said County for the purpose mentioned in said Petition, he first observing the Directions of the Law relating to such Sales

Chandler Admr. Petn for Sale & Order — No 104

Parker
vs
Bush
No. 105

Before Parker & Jared Bush both of Westfield in the County of Hampshire
Joiners Parties in a Rule of Reference by them entered into & acknow-
ledged before Samuel Mather Just. Pac. — The said Parties ap-
pear & the Referees by them chosen now send into Court their Award
Viz. That said Jared is indebted & shall pay to Jesse Parker, pounds
Damages the Costs of Reference being settled by the Parties — And there upon
on it is considered by the Court that said Jesse do recover against said
Jared Parker pounds lawful money Damages & Costs of Court taxed
Upon ye June 29. 1791 —
at pounds & Parker &c.

Spencer
vs
Pillsbury
No. 106

Samuel Spencer Junr of Westfield in the County of Hampshire & State of Con-
necticut Yeoman & Abel Pillsbury of Granville in the County of Hampshire
Yeoman Parties in a Rule of Reference by them entered into & acknowledged
before John Phelps Just. Pac. — The said Parties appear & William Phelps
and Eng. the Referees by them chosen now send into Court their Award Viz
That the Property of the Horse in Dispute is in the said Samuel Spencer and
that he has recd him from said Abel — Also that said Samuel do have
& recover Seven pounds Seven Shillings for Costs & Expenses in recover-
ing the Horse — And that this Award be a final Settlement of all Mat-
ters submitted &c. Whereupon it is considered by the Court that said
Samuel do recover against said Abel the aforesaid Costs awarded with
the Costs of Court being in the whole Six pounds twelve Shillings & Ten
pence & therefore &c
Upon ye Decr 15. 1791 —

Commonwealth
vs
E. Billings
No. 107

The Commonwealth of Massachusetts vs Edward Billings of Greenfield in
the County of Hampshire Druggist Defdt in a Plea &c in a Charge set forth
in the Writ on file &c — Caleb Strong Esqr Attorney for Respondt now comes into
Court and agrees no further to prosecute this Suit — And the Court aforesaid
Order the Costs of the Suit to be paid out of the County Treasury & the Clerk
is directed to make an Order accordingly —

Commonwealth
vs
R. Willard
No. 108

The Commonwealth of Massachusetts vs Reuel Willard of Greenfield in
the County of Hampshire Innholder Defdt in a Plea &c in a Charge set forth
in the Writ on file &c — Caleb Strong Esqr Attorney for Respondt now comes
into Court & agrees no further to prosecute this Suit — And the Court aforesaid
Order the Costs to be paid out of the County Treasury & the Clerk
is directed to make an Order accordingly —

D. Lee
vs
A. Fowler
No. 109

Daniel Lee & Aaron Fowler both of Southwick in the County of Hampshire Parties in
a Rule of Reference by them entered into & acknowledged before Isaac Coit Esqr Just. Pac.
The said Parties appear & the Referees by them chosen now send into Court their
Award Viz That said Daniel do have & recover of said Aaron Seven pounds eight
teen Shillings & four pence Damages & eleven Shillings & four pence Costs of Reference —
~~[illegible]~~
which said Award is not accepted because it is judged to have exceeded the
Rule of Court — The case is therefore discontinued

Lucas Admr
Petition for Sale
of Real Estate
No. 110

Humbly shewes Andrew Lucas Admr on the Estate of Andrew Lucas late of
Southampton in the County of Hampshire Deceased that the Debts owing from said Estate
exceed the personal Estate now in his hands the sum of £275. 15. 1½ that the
real Estate of said Deceased is inventoried amounts to £100 only. He therefore
prays License to sell the whole of the real Estate of said Deceased subject to the
Widows Improvements of her Right of Dower therein for the purpose of pay-
ing the said Debts so far as the same will do — Which said Petition with a
Citation from the Office of Probate of Wills &c for the County aforesaid being read & it is considered by the Court that said Admr be & he hereby
is empowered to make Sale of the whole of the real Estate of said Deceased subject
to said Widows Improvements of her Right of Dower therein, for the purpose
said Petition mentioned. He there observing the Directions of the Laws relative
to such Sales

Humbly Shewes Perez Clapp of Southampton in the County of Hampshire Gent. & Deputy Sheriff that he was summoned to appear before this Court and answer to Andrew Walton of Chester in the County aforesaid Yeoman in a Plea of Replevin for taking from him a pair of Cattle & whereas Same Cattle were replevied by said Andrew & said Andrew Walton neglected to enter & prosecute his Replevin &c. Wherefore prays for Return & Restoration of the said Cattle with Damages for the taking and his reasonable Cost & that a Writ of Return & Restitution issue thereupon accordingly & Whereupon it is considered by the Court that the said Perez may have a Writ of Return & Restitution of the Cattle aforesaid, and also recover against the said Andrew four Shillings Damage & Costs taxed at £ 1 0 0 & Mittimus &c.

Clapp v. Walton No. 111.

It is now ordered by the Court that in all Judgments of this Court Attorneys fees be allowed in all Cases where the party recovering Judgment shall appear in his own Person, or by a Foreign Attorney, or by any other Person especially empowered to appear, he filing the Power in the Case.

The foregoing Judgments Orders &c being made & entered up in Manner aforesaid & then the Court was adjourned without Day

Attest Rob Breck Clerk

At the Court of Common Pleas holden at Northampton in and for the County of Hampshire on the first Tuesday of September being the twenty sixth day of said Month & fourth Day to Day to the tenth day of the same Month inclusive 1791. — Septr Term 1791

Justices of the said Court present

Eleazer Porter Esqr
John Phelps Esqr
Samuel Mather Esqr
Abraham Burbank Esqr
Justin Ely Esqr
William Pynchon Esqr } Special Justices

Jurors of Trials

Reuben Barton Foreman — Bel.
Sol^n Wright — A^s
Gaius Pomeroy
Daniel Dickinson — Hat
Perez Hastings
Elisha Phelps — Bel
Joseph Southworth — S^d
Aaron Clapp — East^a
Elisha Flood
David Stockbridge — Hat
Joseph Smith
Noah Smith
Aaron Dickinson } Dismissed

Continued Cases

Luther Shith of Pelham in the County of Worcester Yeoman Plff vs Calvin Shith of Bridgewater in the County of Plymouth an absconding Debtor & Caleb Shith of Pelham in the County of Hampshire Trustee &c of said Calvin Deft in a Plea as is of record heretofore. The Plff appears & the Deft Caleb pleads aforesaid admitted & the last Term to defend this Suit also comes & it is considered by the Court that they have Day here in Court until the Rule heretofore entered into until the third Tuesday of January next — Shith vs Shith & al Aug 30. 1789

Elijah Dickinson Elias Dickinson & Hadrian Dickinson Executors of the last Will & of Hadrian Dickinson late of Hatfield in the County of Hampshire Gent^m dec^d Plffs vs Andrew Abercrombie Executor of the last Will & Testament of Robert Abercrombie late of Pelham in the County aforesaid Deft in a Plea &c as is of Record heretofore — The said Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Dickinson & al Ex^rs vs Abercrombie Ex^r Aug 23. 1789

Samuel Cabot of Cape Elizabeth in the County of Cumberland Merch^t Plff vs Tim Mathews of Goshen in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The Plff appears and discontinues this Suit & the Deft appears & moves that his Costs may be allowed him — And it is considered by the Court that the said John is over against the said Samuel in Costs taxed at £ — Cabot vs Mathews Aug 23. 1789

Solomon Stoddard of Northampton in the County of Hampshire Esqr Plff vs Abigail Scott of Palmer in the same County Executrix of the last Will & of William Scott late of said Palmer dec^d Deft in a Plea &c as is of Record hereto fore — The Parties appear & the Deft acknowledges the performance of the Bond &c & prays Judgment &c And it is considered by the Court that said Solomon recover against the said Abigail in her said Capacity Seven pounds lawful Money Debt & Costs of Suit taxed at £ & Execution &c — Stoddard Esqr vs Scott Ex^x Aug 23. 1789

Clark
vs
Pugg
Aug 30. 1790

William Clark of Hanover in the County of Litchfield & State of Connecticut Yeoman Plff vs Joshua Pugg of Greenfield in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The Plff appears and it is considered by the Court that he do recover against the said Joshua Pugg his Possession of the demanded Premises, unless the said Joshua shall in two months pay the said William Seventy nine pounds five shillings & four pence lawful Money Damages & also Costs of Suit taxed at £9.1.7

Chandler
Appt
vs
Gray & ux
Mar 12. 1790

Nathaniel Chandler of Pelham in the County of Worcester Gent Appellant vs Mary Gray of Pelham in the County of Hampshire Admtrix on the Estate of Isaac Gray late of said Pelham Yeoman dec'd Deft in a Plea &c as is of Record heretofore — The Appellant who was originally the Plff now appears by Dan Bigelow Esq his Attt and the said Mary also appears by her Attt & defends &c and says the said Isaac never promised &c — &c — A Jury at this Term returned impannelled & sworn to try the Issue declare upon their Patt that they find the said Isaac did not promise &c and it is considered by the Court that Mary do recover against the said Nathaniel her Costs taxed at £4.11.7 & thereof &c —
Exd. ipso Sept 20. 1792 —

Brattle &
vs
Seward & al
Mar 120. 1790

Thomas Brattle of Cambridge in the County of Middlesex Esq Exr Plff vs Enoch Seaward & Nathaniel Wakefield both of Granville in the County of Hampshire Yeomen Defts in a Plea &c as is of Record heretofore — The Plff being now three Times called to come into Court & prosecute his Suit appears & pray Costs &c — And it is considered by the Court that Enoch & Nathaniel do recover against the said Thomas his Costs taxed at £2.15.6 & thereof &c

Potter
vs
Smith
Sept 20. 1790

William Potter of Barnardston in the County of Hampshire Yeoman Plff vs Markham Smith of Hadley in the same County Yeoman Deft in a Plea &c as is of Record heretofore — The said Parties appear and the Referees by them heretofore chosen, now send into Court their award viz. That said Markham do recover against said William Eve pounds Seven shillings & four pence lawful Money Damages & Costs of Reference being £2.0.12 & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that said Markham do recover against the said William Eve pounds Seven shillings & four pence lawful Money Damages & Costs of said Reference taxed at £5.1.2 & thereof &c —
Exon ipso Sept. 14. 1791 —

Rivers
vs
Bancroft
Sept. 26. 1790

Andrew Rivers Armatlehead in the County of Essex Esq Plff vs Enoch Bancroft of Granville in the County of Hampshire Gent Deft in a Plea &c as is of Record heretofore — The Parties appear and agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next —

Prentice
vs
[illegible]
[illegible]

Amos Green of Waterbury in the County of Litchfield & State of Connecticut Yeoman Plff vs Philemon Prentice of Blandford in the County of Hampshire Yeoman Plff & Jared Manna of Montgomery in the County of Berkshire Yeoman & Elizabeth his Wife Executrix of Isaac Bye late of Charleston in the County of Middlesex dec'd Defts in a Plea &c as is of Record heretofore — The Plff being called are nonsuit the Defts dismissed & the Case is dismissed

Fowdoir &
Ux
vs
[illegible]
[illegible]

Elizabeth Fowdoir & Thomas in the County of Litchfield Yeoman & Thomas Fowdoir of Boston in the County of Suffolk Yeoman Plff vs the late Hon Thomas Fowdoir Esq late of Boston deceased Defts & Paul Foster of Blanford in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The said Parties appear and agree to a Continuance of this Case till the next Term under Penalty of the Referees heretofore chosen and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

[illegible]
[illegible]
[illegible]

[illegible] Esq late of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The Parties appear & agree the Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next —

William Sheldon of Westfield in the County of Berkshire Yeoman Pltff in a Plea &c as is of Record heretofore — The Pltff appears & it is considered by the Court that this Day be continued under the Rule of Reference heretofore entered into until the third Tuesday of January next

Sheldon v. Fowler
Sept. 20 1790

Samuel Ward of Lancaster in the County of Worcester Gent. & David Sanderson of Rockingham in the County of Windham & State of Vermont Gent. Appellants & George Clark of Colrain in the County of Hampshire Husbandman Appellee in a Plea &c as is of Record heretofore the said Parties appear & agree to a Continuance of this Case under the Rule of Reference heretofore entered into & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Ward & al Appts v. Clark Appee
Sept. 142 1790

Stephen Belding of Winchester in the County of Cheshire & State of New Hampshire Husbandman Admr. on the Estate of Aaron Whitney Late of Northfield in said County deceased Pltff & Caleb Lyman of Northfield aforesaid in said County Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Stephen in his said Capacity do recover against the said Caleb One hundred & one pounds five shillings & two pence lawful Money Damages & Costs of Suit taxed at £ 3 19 1 & thereof &c

Belding Admr v. Lyman
Sept. 164 1790

Execution Sept. 13. 1791

Samuel Cooper Johonnot of Boston in the County of Suffolk Gent. Pltff & John Clark of Greenfield in the County of Hampshire Husbandman Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft the three Times duly called to come into Court makes Default of Appearance here, wherefore it is considered by the Court that Samuel do recover against the said John six pounds seven shillings & two pence lawful Money Damages & Costs of Suit taxed at £ 7 7 6 1/2 & thereof &c

Johonnot v. Clark
Sept. 16 1790

Execution Sept. 13. 1791

John Bauer Junr. of Palmer in the County of Hampshire Yeoman Pltff & Jacob Gragg of Colrain in the same County Husbandman Deft in a Plea &c as is of Record heretofore — The Parties appear & the Defendant in this Case now being in Court and it is That said Jacob pays to John one shilling and six pence Damage & Costs of Court to be taxed by the Court — Wherefore upon it is considered by the Court that said John do recover against said Jacob one shilling & six pence lawful Money Damages & Costs of Court taxed at £ — The said John by his Attorney acknowledges that satisfaction of Judgment &c

Bauer v. Gragg
Sept. 192 1790

John Murray of Fredericton in the County of York & Province of New-Brunswick Esq. Pltff & Jonathan Ware of Warwick in the County of Hampshire Husbandman Deft in a Plea &c as is of Record heretofore — The Pltff appears & discontinues his Suit & the Deft comes & moves for his Costs — and it is considered by the Court that the said Jonathan do recover against the said John his Costs taxed at £ 1 17 6 & thereof &c

Murray Esq v. Ware
Sept. 201 1790

Levi Wells Yeoman & Reuben Wells of Greenfield in the County of Hampshire Pltffs & Thomas Porter, Junr. & Jonathan Dwight Yeoman both of Northampton in the County of Hampshire Defts in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Wells & al v. Porter
Sept. 204 1790

Adams Ward of Orange in the County of Hampshire Yeoman Pltff & William Ward of Westfield in the County of Middlesex Physician Deft in a Plea &c as is of Record heretofore — The Pltff being called & Nonsuited the Deft defaulted & the Case is discontinued

Ward v. Ward
Jan 4. 1791

Samuel Dickinson of Granville in the County of Hampshire & State of Vermont Gent. Appellee & Cole Hayes of Orange in the County of Essex & State aforesaid Husbandman Appee in a Plea &c as is of Record heretofore — The Appellee appears & moves for a Continuance of this Case to the next Term & it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of January next

Dickinson Appee v. Hayes Appee
Jan 5 1791

Walker
vs
Bingham
Jan 5. 1791

Timothy Walker of Northampton in the County of Hampshire Yeoman Pltff vs Ebenezer Bingham late of Lowell Stadley in the County aforesaid Trader Deft in a Plea de as is of Record hereto fore — The Pltff appears by Caleb Strong Esqr his Atty & the Deft by Simeon Strong Esqr his Attt comes & defends &c & for Plea says that he never hath broken his Covenants in Manner & Form as the said Timothy hath alledged & thereof puts himself on the Country & the Pltff likewise — The Jury at this Time returned impannelled & sworn as the Law requires & by the Same declare upon their Oath that they find the Deft has broken his Covenant & assess Damages for the Pltff at Seventy pounds and it is considered by the Court that said Timothy do recover against the said Eben. Sixty pounds lawful Money Damages & Costs of Suit taxed at £ 6.5.1 & thereof &c

Execution Sept 20th 1791

Commonwealth
vs
Prentice
Jan 13. 14. 1791
2 cases

Commonwealth of Massachusetts vs Samuel Prentice of Northfield in the County of Hampshire Superior Deft in a Plea de as is of Record hereto fore — And now at this Time neither Party appearing the Cases are dismissed

Commonwealth
vs
Samuel Bolkwood
Jan 18 1791

Commonwealth of Massachusetts vs Samuel Bolkwood of Conway in the County of Hampshire Trader Deft in a Plea as is of Record hereto fore — Samuel Taylor Gentn appears in behalf of the said Commonwealth & the sd Bolkwood being three times publicly called to come into Court makes Default of his appearance herein & thereupon it is considered by the Court that the Commonwealth do recover against the sd Bolkwood Two hundred pounds of lawful Money Debt & Costs of Suit taxed at £ & thereof &c

Same
vs
Dickinson
Jan 16. 1790

Commonwealth of Massachusetts vs George Dickinson of Conway in the County of Hampshire Trader Deft in a Plea as is of Record hereto fore — John Taylor Gentn appears for the Commonwealth & prays Judgment and it is considered by the Court that the Commonwealth do recover against the said George Two hundred pounds lawful Money Debt & Costs of Suit taxed at £ & thereof &c

Same
vs
Lealand
Selden
2 cases
Jan 18. 19. 1791

The Commonwealth of Massachusetts vs James Lealand & Isaac Selden 2 Cases as is of Record hereto fore — John Taylor Gentn now appears for the Commonwealth & declares in Court he will no further prosecute these Suits & they are therefore dismissed the Defts not appearing

Same
vs
Clap
Jan 20. 1791

The Commonwealth of Massachusetts vs Caphas Clap of Deerfield in the County of Hampshire Tailor Defdnt in a Plea &c as is of Record hereto fore — John Taylor Gentn appears on behalf of the Commonwealth & prays Judgment and it is considered by the Court that the Commonwealth do recover against the said Caphas two hundred pounds lawful Money Debt & Costs of Suit taxed at £ & thereof &c

Same Appt
vs
Mott Chpt
Jan 24. 1791

David Palmer of Hadley in the County of Hampshire Yeoman Appellant vs Elisha Mott of Providence in the County of Providence & State of Rhode Island Defendt Appellee in a Plea &c as is of Record hereto fore — [illegible] appears the Appellant [illegible] Appellee [illegible] & the Parties [illegible] Also — & Jurors at this Time returned impannelled & sworn [illegible] upon their Oath that [illegible] the Appellee [illegible] — and thereupon it is considered by the Court that the Appellant do recover against the Appellee the Sum of twelve pounds nine Shillings & seven pence & thereof &c

Execution Sept 13th 1791

William Shepard of Westfield in the County of Hampshire Esq. Pltff
vs William Lyman of Northampton in the same County Esq. Deft in a Plea of Trespass and Ex
ce as is of Record heretofore — The Parties appear & the Defendant by their
heretofore chosen now being into Court their Award Viz. That the Pltff Shepard
do recover against the Deft Lyman Sixteen pounds two shillings & six pence Dam
ages & four pounds four shillings & one penny Costs of Defendant — Jan 52. 1791
And it is considered by the Court that the Pltff Shepard do recover against the
said Lyman £16. 2. 6 Lawful Damages & Costs of Suit taxed — Defendant
being £7. 14. 0 & Execution &c. — Execution Sept. 15. 1791

Pomroy
vs
Fowler
Jan. 56 1790

Isaac Pomroy of Sufficld in the County of Hartford & State of Connecticut Gent. Pltff
vs Asher Fowler of Southwick in the County of Hampshire Yeoman Defdt in a Plea &c as is of Record heretofore — The Pltff appears by Joseph Lyman Gent. his Atty & the Defdt by his Attorney & Pleads & for
Plea says he never promised in Manner & Form as the said Isaac in
his Declaration hath alledged & thereof puts himself upon the Country
And the said Isaac likewise does the same — & Jury all the same
returned impannelled & sworn as the Law directs to try the Issue
declare upon their Oath that they find the Defdt promised in Manner &
Form as set forth in the Declaration and assess Damages for the Pltff Eighty
six pounds twelve shillings & four pence half penny — Whereupon it is
considered by the Court that the said Isaac do recover against the said
Asher £86. 12. 4½ Lawful Money Damages & Costs of Suit taxed at
£ — Whereupon the said Asher here in Court in his own Person
appeals from the Judgment of this Court to the Supreme Judicial Court
to be holden at Springfield in & for the County of Hampshire on the
fourth Tuesday of September current & he recognizes with Sureties
for his prosecuting the same with Effect &c

Laplin Appt.
vs
Henry Appd.
Jan 58 1791

Mathew Laplin Gent. & Nehemiah Loomis Yeoman both of South-
wick in the County of Hampshire Adm.rs on the Estate of Benjamin
Loomis late of Southwick dec.d Appellants vs Jonas Henry of
Blandford in the County aforesaid Yeoman Appellee in a Plea &c as is
of Record heretofore — The said Parties appear & the Respondent by their
heretofore chosen now being into Court their Award Viz. That the s.d
Mathew & Nehemiah pay to s.d Jonas Two pounds nine shillings
lawful Money with Interest & Costs of Appeance being one pound
fourteen shillings & ten pence — And Costs of Court to be taxed
by the Court — Whereupon it is considered by the Court that
said Jonas do recover against said Mathew & Nehemiah Two
pounds nine shillings lawf.l Money Damages & Costs of Appeance &
Court being £5. 0. 6 & Execution &c Execution Sept. 19. 1791

Bates
vs
Gardal
Jan 60. 1791

Nathaniel Bates of Granville in the County of Hampshire Gent. Pltff
vs Jonas Washburn & Francis Stare both of Egremont in the County of
Berkshire Husbandmen Defts in a Plea &c as is of Record heretofore
The said Parties appear & agree to a Continuance of this Case to the next
Term — And it is considered by the Court that they have Day here in
Court until the Third Tuesday of January next

Lane
vs
Lane
Jan 61. 1791

Nathaniel Bates of Granville in the County of Hampshire Gent. Pltff
vs Jonas Washburn & Francis Stare both of Egremont in the County
of Berkshire Husbandmen Defts in a Plea &c as is of Record heretofore
The said Parties appear & agree to a Continuance of this Case to the next
Term — And it is considered by the Court that they have Day here
in Court until the said Tuesday of January next

Freeman vs Freeman — Jan 6th 1791

Timothy Freeman of Goshen in the County of Hampshire Yeoman Pltff v. Peter Freeman of Cornish in the same County Yeoman Deft in a Plea de ea in of the said Defendant. The said Parties appear and the Defendant by Leave now bring into Court their Award. Viz "We do find that Timothy do recover against the said Peter the hundred & forty four pounds five shillings & one penny Damages and Costs of this Reference being £6 11 6 and Costs of Court as shall be taxed by the Court" — Whereupon it is considered by the Court that said Timothy do recover against the said Peter the hundred & forty four pounds five shillings & one penny damages Money Damages & Costs of Court & Reference being Ten pounds & four pence & Three of the — Given 4th Feb. 3d 1791

Ward vs Ward — Jan 7th 1791

William Ward of Weston in the County Middlesex Physician Pltff v. Silvanus Ward of Grange in in the County of Hampshire Yeoman Deft in a Plea de ea in of Record heretofore. The Pltff being three times called in Court the Deft defaulted & the Action is dismissed

Harris vs Powers et al — Jan 7th 1791

Moses Harris of Chesterfield in the County of Washington & State of New Hampshire Gent. & Margaret his Wife Pltffs v. Isaac Powers of Greenwich in the County of Hampshire Esq. Deft in a Plea de ea in of Record heretofore. The said Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Wing vs Pierce — Jan 7th 30 1791

John Wing of Conway in the County of Hampshire Yeoman Pltff v. Aaron Pierce of the same Conway Blacksmith Deft in a Plea de ea in of Record heretofore. The Pltff being three times called in Court the Deft defaulted & the Action is dismissed

Wood et al vs Tuttle — Jan 31 1791

William Wood & James Smith both of Chesterfield in the County of Windham & State of Vermont Yeomen Pltffs v. Caleb Tuttle of Northampton in the County of Hampshire Yeoman Deft in a Plea de ea in of Record heretofore. The Pltffs being three times called to come into Court the Marshal the Deft appears and moves for his Costs & it is considered by the Court that the said Caleb do recover of said William & James his Costs taxed at £1 17 6 & thereof &c — Given 4th Feb. 1791

Morgan vs Bigelow — Jan 31st 1791

Elias Morgan of Springfield in the County of Hampshire Yeoman Pltff v. Elias Bigelow of South Hadley in the County aforesaid Yeoman Deft in a Plea de ea in of Record heretofore. The said Parties appear and agree that this Case be continued to the next Term under the Rule of Reference heretofore entered into & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Morgan vs Hodges — Jan 31st 1791

John Morgan of Springfield in the County of Hampshire Yeoman Pltff v. Elisha Hodges of Southwick in the same County Gent. Deft in a Plea de ea in of Record heretofore. The said Parties appear & agree to a further Continuance of this Case to the Determination of Isaac Lyman & Samuel Flowers Esq. Mr. Elisha Hubbard of Westfield or any two of them to be appointed & be returned into this Court. Testimony to be made up and taken upon record accordingly & it is considered by the Court that the Agreement aforesaid of the said Parties be made a Rule of this Court & it is considered in the case that they have Day here in Court until the said Tuesday of January next

Bush et al Admrs vs Hampton — Jan 15th 1791

David Bush William Shelton & Lucy Colton Administrators on the Estate of Samuel Colton late of Longmeadow in the County of Hampshire Yeoman Pltffs v. Jesse Hampton late of Monson in the County of Hampshire Yeoman Administrator Colton & Daniel Butler of Monson in the County of Hampshire Yeoman Administrator of Jesse Deft. The Pltffs being three times called to come into Court make default of appearance but thereupon it is considered in the Court that Pltffs do recover against the said Jesse Ten pounds of lawful Money Damages & Costs of suit taxed at £1 2 [illegible] & thereof &c

Benjamin Lawrence of Claremont in the County of Cheshire & State of New Hampshire Yeoman Pltff & Samuel Goye late of North Bridgewater in the County of Hampshire Yeoman an absconding Debtor & Elisha Smith of North Bridgewater aforesaid Husbandman Garnishee of the said Samuel Deft in a Plea &c as is of Record hereto fore & The Pltff being three Times called to Nonsuit the Deft defaulted & the Action is discontinued

Lawrence v Goye &c Jan 9th 1791

Oliver Lyman of Norwich in the County of Hampshire Gent. Pltff vs Benjamin Pomeroy of Williamsburgh in the County of Hampshire Yeoman Executor of the last Will & Testament of Josiah Pomeroy late of the Will aforesaid deceased Deft — The said Parties appear and the Referees by them heretofore chosen now bring into Court their Award viz that said Benjamin do recover against said Oliver the Costs of the Reference being Nine Pence Shillings & the Costs of Court to be taxed by the Court & Whereupon it is considered by the Court that the said Benjamin do recover against the said Oliver the Costs of the Reference & Court being & Therefore &c

Lyman v Pomeroy Exr Jan 10th 1791

Esther Williams of Deerfield in the County of Hampshire Gentlewoman Pltff v William Barnard late of said Deerfield Trader an absconding Debtor & Reuben Bardwell of the same Deerfield Trader Garnishee of said William Deft in a Plea &c as is of Record hereto fore — The Pltff appears & the said William being three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Esther do recover against the said William Twelve pounds twelve Shillings & ten pence of lawful Money Damages & Costs of Suit taxed at £3 2s 2d & therefor &c Execution Feb. 17. 1791

Williams v Barnard & al Jan 104 1791

John Williams Esqr and Benj. Swan Cooper both of Deerfield in the County of Hampshire Pltffs vs William Barnard late of said Deerfield Trader an absconding Debtor & Reuben Bardwell of said Deerfield Trader Deft in a Plea &c as is of Record hereto fore — The Pltffs appear and the said William the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Pltffs do recover against the said William Four pounds nine Shillings of lawful Money Damages & Costs of Court taxed at £3 2s 2d & therefor &c Execution Feb. 17. 1791

Williams Esq & al v Same Jan 105 1791

Paul Hawks of Deerfield in the County of Hampshire Yeoman Pltff vs William Barnard late of said Deerfield Trader an absconding Debtor & Reuben Bardwell of said Deerfield Trader Garnishee of said William Deft in a Plea &c as is of Record hereto fore — The Pltff appears & the said William the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Paul do recover against said William Fifteen pounds fourteen Shillings & eight pence of lawful Money Damages & Costs of Suit taxed at £3 2s 2d & therefor &c Execution Feb. 17. 1791

Hawks v Same Jan 106 1791

Joseph Hebbins of Deerfield in the County of Hampshire Yeoman Pltff vs William Barnard late of Deerfield aforesaid Trader an absconding Debtor & Reuben Bardwell of said Deerfield Trader Deft in a Plea &c as is of Record hereto fore — The Pltff appears & the said William the three Times called to come into Court makes Default of Appearance here Therefore it is considered by the Court that said Joseph do recover against the said William Twelve pounds two Shillings of lawful Money Damages & Costs of Suit taxed at £3 2s 2d & therefor &c Execution Feb. 17. 1791

Hebbins v Barnard & al Jan 107 1791

Hobbins Ex
vs
Barnard & al
Jan 100 1791

Joseph Hobbins of Deerfield in the County of Hampshire Esq. Pltff William Barnard late of s. Deerfield Trader an absconding Debtor & Reuben Bardwell of s. Deerfield Trader Agent to s. William Defdts in a Plea &c as is of Record heretofore — The Pltff appears & the said William the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that s. Joseph do recover against the said William Sixty Six pounds Sixteen Shillings and Seven pence lawful Money Damages & Costs of Suit taxed at £ 3.. 2.. 8 & thereof &c — Execution Feb. 17. 1791

Wright
vs
Barnard & al
Jan 109 1791

Isabel Wright Junr. of Deerfield in the County of Hampshire Yeoman Pltff vs William Barnard late of Deerfield aforesd Trader an absconding Debtor & Reuben Bardwell of said Deerfield Trader Agent &c of s. William Defdts in a Plea &c as is of Record heretofore — The Pltff appears & the said William the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that s. Isabel do recover against the said William Six pounds nineteen Shillings & seven pence lawful Money Damages & Costs of Suit taxed at £ 3.. 2.. 8 & thereof &c — Execution Feb. 17. 1791

Clark
vs
Jones & al
Jan 110. 1791

John Clark the fourth of Colrain in the County of Hampshire Yeoman Pltff vs William Barnard late of Deerfield in the same County Trader an absconding Debtor & Reuben Bardwell of s. Deerfield Trader, John Batchelor Yeoman & John Batchelor Junr. Yeoman both of Conway in the same County Agents &c of said William Defdts in a Plea &c as is of Record heretofore — The Pltff appears & the said William the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said John do recover against the said William of lawful Money Damages & Costs of Suit taxed at £ & thereof &c —

Tuttle
vs
White
Jan 112 1791

Caleb Tuttle of Northampton in the County of Hampshire Yeoman Pltff vs Edward White of West Springfield in the same County Yeoman Defdt in a Plea &c as is of Record heretofore — The Parties appear & the Referees by them heretofore chosen now bring into Court their Award viz. That said Caleb pays said Edward the Costs of this Reference being three pounds eighteen Shillings & eight pence & the Costs of Court to be taxed by the Court &c — And thereupon it is considered by the Court that said Edward do recover against the said Caleb the Costs of Reference aforesaid & the Costs of Court being in the whole Ten pounds eighteen Shillings & eight pence & thereof &c — Execution Feb. 18. 1791

Hall
vs
Barnard & al
Jan 115 1791

Hall Mills of Greenfield in the County of Hampshire Gentn. Pltff vs William Barnard late of Deerfield in the same County Trader an absconding Debtor & Reuben Bardwell of the same Deerfield Trader Agent &c of s. William Defdt in a Plea &c as is of Record heretofore — The Pltff appears & the said William the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Hall do recover against the said William Sixteen pounds one Shilling & eight pence of lawful Money Damages & Costs of Suit taxed at £ 3.. 2.. 1 & thereof &c — Execution Feb. 17. 1791

Stowe
vs
Barnard & al
Jan 116 1791

Ebenezer Stowe of Greenfield in the County of Hampshire Yeoman Pltff vs William Barnard late of Deerfield in s. County Trader an absconding Debtor & Reuben Bardwell late of said Deerfield Trader Agent &c of said William Defdt in a Plea &c as is of Record heretofore — The Pltff appears and the said William the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Ebenezer Stowe do recover against the said William Twenty four pounds Sixteen Shillings of lawful Money Damages & Costs of Suit taxed at £ 3.. 2.. 1 & thereof &c — Execution Feb. 17. 1791

Woodward Ex
vs
Fulton & al
Jan 120 1791

Ebenezer Woodward of Northampton in the County of Hampshire Esq. Pltff vs Robert Fulton Junr. of Cabot Fulton Junr. & Nathan Fulton &c as is of Record heretofore — The Parties appear and on the Motion of the Pltff it is considered by the Court that the said Parties have leave to come and will be heard touching the Management

Pomroy Ex
vs
Pomroy Ex
Jan 130. 1791

William Pynchon of Springfield in the County of Hampshire Esq. Executor of the last Will & Testament of Mead Pomroy late of Springfield in the same County Esq. Pltff in a Plea &c as is of Record heretofore — The said Parties appear & agree to continuance of this Case to the next Term — Wherefore it is considered by the Court that they have leave to come and will be heard touching the Premises at the third Tuesday of January next

Elias Fowler of Southwick in the County of Hampshire Gent. Pltff. Joel Bishop
Moore of the same Southwick Gent. Deft. in a Plea de ave of Record heretofore
The Parties appear & agree to refer the Case & the determination of the matter in dispute to
Mr. Robert Whitney & Timothy Hagar the Award of them or any two of them to be final
& be returned into this Court. Judgment to be made upon Award accordingly
And it is considered by the Court that the Agreement aforesaid of the said Parties
be a Rule of this Court in this Case & that they have Day here in Court until the
third Tuesday of January next

Fowler
v
Moore
Jan 14. 1791

Seth Field of Northfield in the County of Hampshire Esq. Pltff. Paul Dudley
of Northfield aforesaid Yeoman & Joseph Barrows Esq. of Warwick in the same
County Deft. in a Plea de as is of Record heretofore — The Pltff
appears & the Deft. the three Times publickly called to come into Court makes
Default of appearance here Whereupon it is considered by the Court that the said
Seth do recover against the said Paul & Joseph Seventeen pounds & two shil-
lings lawful Money Damages & Costs of Suit taxed at £ 2. 11. 1 & therefor &c
Execution Sept. 24. 1791

Field
v
Dudley & al
May 1. 1791

Eureka Booth of West Springfield in the County of Hampshire Spinster Pltff.
vs Isaac Morley & Isaac Morley 2d of the same West Springfield Yeoman Deft.
in a Plea &c as is of Record heretofore — The Pltff being three Times called in
Court & the Deft. defaulted & the Action is discontinued

Booth
v
Morley
May 9. 1791

Moses Church of Springfield in the County of Hampshire Gent. Pltff. Ebenezer
Chapin late of said Springfield Cordwainer Deft. in a Plea de as is of Rec-
ord heretofore — The Pltff appears & the Deft. the three Times called to come
into Court makes Default of appearance here — Wherefore it is consid-
ered by the Court that said Moses do recover against the said Enoch Seven-
teen pounds fourteen shillings & six pence lawful Money Damages & Costs
of Suit taxed at £ 2. 10. 7 & therefor &c Execution Sept. 14. 1791

Church
v
Chapin
May 11. 1791

John Worthington of Springfield in the County of Hampshire Esq. Pltff. vs
Solomon Hannum & Daniel Hannum both of Belchertown in the same
County Adm. on the Estate of Gideon Hannum late of said Belchertown deceased
Deft. in a Plea de as of Record heretofore — The Pltff appears & the said Deft.
also come & move for a Continuance of this Case to the next Term And it is
considered by the Court that the said Parties have Day here in Court until
the third Tuesday of January next

Worthington Esq
vs
Hannum Admr
May 12. 1791

Mary Alsop of Middletown in the County of Hartford & State of Connecticut
Widow Adm. on the Estate of Richard Alsop late of Middletown deceased Pltff.
Francis Nourse late of Rutland in the County of Worcester Trader alias
Yeoman Deft. in a Plea de as is of Record heretofore — The said Parties
appear & it is considered by the Court that they have Day here in Court
until the third Tuesday of January next

Alsop Admx
vs
Nourse
May 17. 1791

Elihu Shaw of Suffield in the County of Hartford & State of Connecticut Gent.
Pltff. vs Medad Pomeroy of Northampton in the County of Hampshire Yeoman
Deft. in a Plea de as is of Record heretofore — The Pltff appears & the Deft.
the three Times called to come into Court makes Default of appearance here
Therefore it is considered by the Court that the said Elihu do recover against
the said Medad Twelve pounds three shillings & eleven pence lawful Damages
& Costs of Suit taxed at £ 3. 14. 3 & therefor &c Execution Oct. 14. 1791

Shaw
v
Pomeroy
May 20. 1791

Doras Stiles Yeoman & Matthew Leslie Jun. Yeoman both of Southwick
in the County of Hampshire Pltffs. vs Ephraim Pelton of London in the
County of Berkshire Yeoman Deft. in a Plea de as is of Record heretofore
The Pltffs now appear & move for Judgement &c And it is considered by
the Court that the Pltffs do recover against the said Ephraim Four hundred
three shillings & lawful Money Damages & Costs of Suit taxed at £ 4. 18. 5
and therefor &c Execution Oct. 7. 1791

Stiles & al
v
Pelton
May 21. 1791

Hamblton & Thompson
May 28 1791

John Hamblton of Blandford in the County of Hampshire Yeoman Plff in
Sanford Thompson of the same Blandford Gent. Deft in a Plea &c as is of
Record here &c. The Plff appears & the Deft the Three Times hereby called
to come into Court makes Default of his appearance here Wherefore it is considered
by the Court that said John do recover against the said Sanford Sixteen pounds
two shillings and five pence Lawful Money Damages & Costs of Court taxed
&c & his Execution &c

Execution issued Sept. 14. 1791.

Allen
vs
Hayes & al
May 24. 1791

Lemuel Hayes Esquire of Hartford in the County of Windsor & State of Connecticut Plff vs Elisha Rich Gent. & Stalkeway Rice Bondman
both of Southampton in the County of Hampshire Executors of the last Will & Testament
Jacob Stalkeway late of Westfield in the County of Hartford deceased Defts in
a Plea &c as is of Record here &c. The said Parties appear & their controversy
is referred by the Court that they have Day here in Court until the third Tuesday of
January next

Phillips & al
vs
Clap
May 29. 1791

William Phillips of Boston in the County of Suffolk Esq. Plff vs Ezra
Clap of Westfield in the County of Hampshire Innholder Deft in a Plea
&c as is of Record here &c. The Plff appears & the Deft the Three Times
hereby called to come into Court makes Default of his appearance here Wherefore it is
considered by the Court that said William do recover against the
said Ezra Five hundred & sixteen pounds Lawful Money
Damages & Costs of suit taxed at £4 6 7 & his Execution issued Sept. 14. 1791

Jones
vs
D. Fowler
May 30 1791

William Phillips of Boston in the County of Suffolk Esq. Plff vs David
Fowler Junr. of Southwick in the County of Hampshire Gent. Deft in a Plea
&c as is of Record here &c. The Plff appears & the Deft the Three Times hereby
called to come into Court makes Default of his appearance here Wherefore it
is considered by the Court that the said William do recover against the said David
Ninety five pounds fourteen shillings & four pence Lawful Money Damages Costs
of suit taxed at £4 7 3 & his Execution &c

Execution issued Sept. 14. 1791

Jones
vs
Smith
May 31. 1791

William Smith of Boston in the County of Suffolk Esq. Plff vs Isaac Smith
of Southwick in the County of Hampshire Yeoman Deft in a Plea &c as is of
Record here &c. The Plff appears & the Deft the Three Times hereby called
to come into Court makes Default of his appearance here Wherefore it is con
sidered by the Court that the said William do recover against the said Isaac
Judgment for his possession of the Demanded Premises which the said Isaac
shall in two months pay said William
of Lawful Money Damages & Costs of suit taxed at £4 7 9

Dickinson
vs
Dickinson
May 30. 1791

Joseph Dickinson of Granville in the County of Hampshire Yeoman Plff
vs Rufus Dickinson of the same Granville Yeoman Deft in a Plea &c as
is of Record here &c. The Plff appears & the Deft the Three Times hereby
called to come into Court makes Default of his appearance here Wherefore it
is considered by the Court that said Joseph do recover against the said Rufus
Seven pounds eight shillings & eight pence Lawful Money Damages & Costs of suit
taxed at £3 4 5 & his Execution &c

Execution issued Sept. 14. 1791

Pitchwood
vs
Lucier
May 31. 1791

Moses Pitchwood of Southampton in the County of Hampshire husbandman
Plff vs Simeon Lucier & others of Williamstown in the same County Husbandman
Defts in a Plea &c as is of Record here &c. The Plff being now
three Times called & he makes default & the Court considered

Cornelius Harris Pltf. husband man & Daniel Graves Yeoman both of Springfield in the County of Hampshire Deft. in a Plea &c as is of Record heretofore. The Pltf appears & the Deft. the Three Times publickly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that the Pltf do recover against said Deft. of Damages & Costs of Suit taxed at £ & Execution &c

Cornelius Harris vs Daniel Graves May 30 1791

Nathan Marsh of Whitestown in the County of Montgomery & State of New York Gent. Pltf. vs Ebenezer Webber of Holland in the County of Hamp. Husbandman Deft. in a Plea &c as is of Record heretofore. The Pltf being three Times called to come into Court is Nonsuit the Deft. defaulted and the Action is dismissed

Marsh vs Webber May 30 1791

George Hodge of Hadley in the County of Hampshire Taylor Pltf. vs William Stevens of Colrain in the same County Esq. Deft. in a Plea &c as is of Record heretofore. The Pltf appears & the Deft. the Three Times called to come into Court makes Default of Appearance here. Therefore it is considered by the Court that unless the said William do in two months pay to said George Two hundred pounds four shillings & nine pence of lawful money Damages & Costs of Suit taxed at £ that the said George do recover against the said William possession of the demanded Premises. Writ of Possession Dec. 8. 1791

Hodge vs Stevens May 30 1791

Joseph Randell of Shrewsbury in the County of Rutland & State of Vermont Yeoman Pltf. vs Jonathan Pratt late of Royalston in the County of Worcester Husbandman an absconding Debtor & Moses Goddard of Orange in the County of Hampshire Gent. agent &c of Jonathan Deft. in a Plea &c as is of Record heretofore. The Pltf appears & it is considered by the Court that this Case be continued to the third Tuesday of January next

Randell vs Pratt May 30 1791

Benjamin Hamblelton of Barre in the County of Worcester Gentleman Appellt. vs Philip Ruffel of Sunderland in the County of Hampshire Husbandman Appd. in a Plea &c as is of Record heretofore. The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Hamblelton Appt. vs Ruffel May 30 1791

Jonathan Wilcox of Williamstown in the County of Berkshire Yeoman Pltf. vs James Ware of Wilmington in the County of Windham & State of Vermont Husbandman Deft. in a Plea &c as is of Record heretofore. The Pltf being called is Nonsuit the Deft. defaulted & the Action is dismissed

Wilcox vs Ware May 30 1791

Stephen Webster Junr. of Barnardston in the County of Hampshire Yeoman Pltf. vs Robert Whitten of Greenfield in the same County Husbandman Deft. in a Plea &c as is of Record heretofore. The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Webster vs Whitten May 30 1791

James Ives of Boston in the County of Suffolk Sugar Refiner Pltf. vs Thomas Pliff of Springfield in the County of Hampshire Yeoman Deft. in a Plea &c as is of Record heretofore. The Parties appear and agree to a Continuance of this Case to the next Term and it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of January next

Ives vs Pliff May 30 1791

Samuel Prentice of Northfield in the County of Hampshire Surgeon Pltf. vs David Young of South Brimfield in the same County Physician Deft. in a Plea &c as is of Record heretofore. The Pltf being called is Nonsuit the Deft. defaulted and the Action is dismissed

Prentice vs Young May 30 1791

Lyman
vs
Fielding &c
May 25 1791

Phineas Lyman of Westhe in the County of Hampshire Husbandman Plff at
Augustus Fielding & Samuel Denison both of Guilford in the County of Windham &
State of Vermont Yeomen Deft in a Plea &c as is of Record heretofore. The Parties
appear and it is considered by the Court that they have Day here in Court un-
till the third Tuesday of January next

Ball
vs
Leonard
May 26 1791

Amos Ball of Warwick in the County of Hampshire Gent. Plff vs John Leonard
of the same Warwick Gent. Deft in a Plea &c as is of Record heretofore. The Parties
appear and it is considered by the Court that they have Day here in Court
untill the third Tuesday of January next

Eaton
vs
Ayers
May 26 1791

Timothy Eaton of Walpole in the County of Cheshire & State of New Hamp-
shire Trader Plff vs David Ayers of Guilford in the County of Windham &
State of Vermont Yeoman Deft in a Plea &c as is of Record heretofore. The Plff
appears & prays Judgment & and it is considered by the Court that Pltff
do recover against sd David Twelve pounds lawf. Money Damages & Costs by
Suit expended a t £12 13 3 & Thereof &c

Execution Sept. 13. 1791

Fiddler
vs
Dwight & al
May 25 1791

Jeriah Fiddler of Westfield in the County of Worcester Housewright Plff
vs Elijah Dwight Esq. Amasa Scott Physician & Jesiah Lyman Esq. all of Bel-
chertown in the County of Hampshire Defts in a Plea &c as is of Record
heretofore. The Plff appears & the Defts tho' three times publicly called to come
into Court make Default of Appearance here. Wherefore it is considered by the
Court that the Plff do recover against the said Defts Eighteen pounds
fifteen shillings & ten pence lawf. Money Damages & Costs of Suit taxed at
£18 2 3 & Thereof &c

Execution Sept. 14. 1791

Fowler
vs
Fowler
May 25 1791

David Fowler of Southwick in the County of Hampshire Gent. Plff in Ejectment
of the same Southwick Gent. Deft in a Plea &c as is of Record heretofore. The Par-
ties appear, and it is considered by the Court that they have Day here in
Court untill the third Tuesday of January next

Lapham
vs
Fowler
May 25 1791

Matthew Lapham of Southwick in the County of Hampshire Yeoman Plff vs
Peter Fowler of the same Southwick Gent. Deft in a Plea &c as is of Record
heretofore. The Parties appear and it is considered by the Court that they have
Day here in Court untill the third Tuesday of January next

Pliott & al Admr.
vs
Ingersol & al
May 25 1791

John Pliott & John Caldwell both of Hartford & State of Connecticut Members & Ad-
ministrators with the Will annexed of Samuel Pliott late of the Hartford deceased Plffs vs Edm.
Ingersol of Westfield in the County of Hampshire Esq. Deft in a Plea &c as is
of Record heretofore. The Plffs appear & the Deft tho' three times publicly called
to come into Court makes Default of Appearance here. Wherefore it is con-
sidered by the Court that the said Admrs. in their said Capacity do recover against
the said Ingersol Sixty seven pounds two shillings lawf. Money Damages &
Costs of Suit taxed at £2 2 3 3 & Thereof &c

Execution Sept. 15. 1791

Pliott
vs
Pliott & al
May 25 1791

John Pliott & John Caldwell both of Hartford in the State of Connecticut Mem-
bers & Administrators with the Will annexed of the Estate of Samuel Pliott late of the Hartford deceased Plffs vs Edmund
Pliott & Eldad Pliott both of Westfield in the County of Hampshire Yeomen Defts
in a Plea &c as is of Record heretofore. The Plffs appear & the said Defts
having deceased before the Suit, the said Eldad tho' three times publicly called
to come into Court makes Default of Appearance here. Wherefore it is considered
by the Court that the said Admrs. in their said Capacity recover against the said Eldad
Pliott Eighteen pounds ten shillings & three pence lawf. Money Damages &
Costs of Suit taxed at £2 2 3 3 & Thereof &c

Execution Sept. 15. 1791

Parks & al
vs
Bell
May 25 1791

Warham Parks of Westfield in the County of Hampshire Esq. Plff vs Da-
vid Bell of Southwick in the same County Yeoman Defendant in a Plea &c as is
of Record heretofore. The Plff appears & the Deft tho' three times publicly cal-
led to come into Court makes Default of Appearance here. Wherefore it is considered
by the Court that the said Warham do recover against the said David
Damages & Costs of Suit taxed at £1 1 9 3 & Thereof

Jonathan Dwight of Springfield in the County of Hampshire Merchant Pltff Jonathan Pomeroy & Charles Pomeroy both of Westfield in the same County Yeomen Deftts in a Plea &c as is of Record heretofore &c. The Pltff appears & the Deftts the three Times publickly called to come into Court make Default of Appearance &c. Whereupon it is considered by the Court that the said Pltff do recover against the said Deftts Ten pounds five shillings & seven pence lawful Money Damages & Costs of Suit taxed at £ 1-15-8 & thereof &c. Execution Feb.y 25. 1791

Dwight
vs
Pomeroy
May 71 1791

David Fowler Junr of Southwick in the County of Hampshire Gentn Pltff vs John Morgan of Springfield in the same County Yeoman Deftt in a Plea &c as is of Record heretofore. The Parties appear & agree to refer this Case to the Judgment & Determination of Isaac Smith Esq Samuel Flower Esq & Moses Ashley. The Award of them or any two of them to be final to be returned into this Court. Judgment to be made up & Execution issue accordingly & that it is considered by the Court that the Agreement aforesaid of the said Parties by them entered into be the Rule of this Court in this Case & that they have Day here in Court until the third Tuesday of January next

Fowler
vs
Morgan
May 72. 1791

Noah Phelps of Westfield in the County of Hampshire Yeoman Pltff vs Jared Plumb of the same Westfield Yeoman Deftt in a Plea &c as is of Record heretofore &c. The Pltff being three Times called to come into Court in Manner the Deftt defaulted & the Case is dismissed

Phelps
vs
Plumb
May 73. 1791

James Harvey of Washington in the County of Washington & State of Rhode Island Yeoman Pltff vs Ezra Spelman of Granville in the County of Hampshire Yeoman Deftt in a Plea &c as is of Record heretofore &c. The Parties appear & agree to refer this Case to the Determination of William Shepard Esq. Robinson & Isaac Coit Esq. The Award of them or any two of them to be final to be returned into this Court. Judgment to be made up & Execution issue accordingly & that it is considered by the Court that the said Agreement of the Parties be the Rule of this Court in this Case & that they have Day here in Court until the third Tuesday of January next

Harvey
vs
Spelman
May 74. 1791.

Chilab Smith & Windsor Smith both of Hadley in the County of Hampshire & Stephen Allis & Reuben Wait both of Hatfield in the same County Storekeepers Pltffs vs Jonathan Allis & Reuben Wait both of Hatfield in the same County Storekeepers Deftts in a Plea &c as is of Record heretofore. The Pltffs appear & the Deftts the three Times publickly called to come into Court make Default of Appearance &c. Whereupon it is considered by the Court that the Pltffs do recover against the said Deftts Sixty two pounds two shillings & eleven pence lawful Money Damages & Costs of Suit taxed at £ 1-17-8 & thereof &c. Execution Feb.y 15. 1791

Smith & al
vs
Allis & al
May 75 1791

Chilab Smith Gentn Windsor Smith Yeoman & Samuel Cooke Yeoman all of Hadley in the County of Hampshire Pltffs vs Jonathan Allis & Reuben Wait both of Hatfield in the same County Storekeepers Deftts in a Plea &c as is of Record heretofore. The Pltffs appear & the Deftts the three Times publickly called to come into Court make Default of Appearance &c. Whereupon it is considered by the Court that the Pltffs do recover against the Deftts Ten pounds nine shillings & one penny lawful Money Damages & Costs of Suit taxed at £ 1-17-5 & thereof &c. Execution Feb.y 15. 1792.

Smith & Cooke
vs
Same
May 76 1791

Solomon Smead of Greenfield in the County of Hampshire Gentn Trustee of the said Town Pltff vs Reuben Wells Gentn & Ebed Wells Yeoman & Lemuel Hinsdale Yeoman all of Greenfield aforesaid Deftts in a Plea &c as is of Record heretofore. The said Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Smead
vs
Wells &c
May 92 1791

Vanderwoort & al
vs
Shepard & al
May 23 1791

Peter Vanderwoort of Bedford in Kings County & State of New York Esqr & Peter C. Vanderwoort of Harrinsack in the State of New Jersey Esqr Executors of the last Will & Test of Peter Vanderwoort late of the City & County of New York Esqr deceased Plffs vs Enoch Shepard late of Chester in the County of Hampshire Gentn an absconding Debtor & Warham Parks of Westfield in the County of Hampshire Esqr agent & of sd Enoch Defts in a Plea de ac as is of Record heretofore — The Defts appear & the said Warham the Agent & Trustee also comes into Court and being sworn as the Statute in such Case provided directly & being asked whether he had at the time of the service of the Writ any Goods &c of the said Enoch made answer that he had a Deed of land in Westfield or Chester & was intended by sd Shepard to be applied to the payment of sd Vanderwoort's Debt. He also says he have sundry Notes of hand against sundry persons some of them uncovered & some not some of them endorsed but the greater part not payable until future Years & shall have elapsed & they are mortgaged for the payment of about eight or twenty pounds Shepard owes to Wright & Wheeler & he owes to Genl Shepard & for the main Income of his sd Legatee Mother — The Deed abovementioned he supposes to contain about one hundred & ninety Acres. The Note amount to about to between two & three hundred pounds — signed &c It is considered by the Court that this Case be continued to the third Tuesday of January next

Curtis
vs
Salisbury
May 25 1791

Edmund Curtis of Boston in the County of Suffolk Yeoman Plff vs William Salisbury & Seth Salisbury both of Conway in the County of Hampshire Yeomen Defts in a Plea de ac as is of Record heretofore. The Plff being called in Court the Defts default & the action is dismissed

Robinson Adm
vs
Manton
May 27 1791

Joseph Robinson Admr on the Estate of James Robinson late of New Braintree in the County of Worcester deceased Plff vs Robert Manton of Westfield in the County of Hampshire Gentn Deft in a Plea de ac as is of Record heretofore — The Plff being called in Court the Deft default & the Cause dismissed

Hancock Ex
vs
Dwight Ex
May 31 1791

John Hancock of Boston in the County of Suffolk Esqr Plff vs Mary Dwight of Northampton in the County of Hampshire Widow Executrix of the Last Will &c of Timothy Dwight late of sd Northampton Esqr deceased. Deft in a Plea de ac as is of Record heretofore — The said Parties appear and the Plff prays leave to discontinue this Suit &c

Howe
vs
Fenton
May 22 1791

Silvanus Howe of Belchertown in the County of Hampshire Yeoman Plff vs Samuel Fenton of Pelham in the County aforesaid Yeoman Deft in a Plea de ac as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Wait
vs
Wait
May 22 1791

Benjamin Wait of Westfield in the County of Hampshire Yeoman Plff vs Jonathan Wait of the same Westfield Yeoman Deft in a Plea de ac as is of Record heretofore — The Plff appears & the Deft the time & times instantly called to come into Court was not & Default & default appearance are — Whereupon it is considered by the Court that said Plff do recover against the said Jonathan Two hundred Dollars Money Debt & Costs of suit taxed &c & the Body of the Defendt &c —

Recd of Jos. 16. 1791 —

Foster & al
vs
Lucas
May 25 1791

John Foster of Lyme in the County of Washington in the State of New York Esqr and Elias Newell of Harmonistown in the County of Hampshire Yeoman Defts in a Plea de ac as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they are Day here in Court until the third Tuesday of January next

Lee
vs
Fowler
May 25 1791

Daniel Lee of Southwick in the County of Hampshire Yeoman Plff vs Jonathan Fowler of the same Town Yeoman Deft in a Plea de ac as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that the Parties Day here in Court until the third Tuesday of January next —

Peter Olott of Norwich in the County of Orange & State of Vermont Esq. & John Foly of West Springfield in the County of Hampshire Yeoman Plff. & Elijah Shenk of Granby in the County of Hampshire Yeom. & Daniel Statheway late of Granby Yeoman Admrs on the Estate of Jacob Statheway late of Springfield in the County of Hampshire & State of Connecticut dec.d Defts in a Plea &c as is of Record heretofore — The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Olott & al vs Shenk & al May 9d. 1791

Joseph Emerson of Wendell in the County of Hampshire Yeoman Plff. Benj.a Rice Junr. of Greenfield in the same County Yeoman Deft. in a Plea &c as is of Record heretofore — The Plff appears & the Deft. tho' three Times publickly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Joseph do recover against said Benjamin Possession of the demanded Premises & Costs of Suit taxed at £ 1 15 5. 2 & Mandat &c Writ of Poss.n issued Oct. 23. 1791

Emerson vs Rice May 9d. 1791

The Proprietors of the Common & undivided Lands in Deerfield Greenfield Shelburne & Conway in the County of Hampshire Plff & Sarah Wing of Conway aforesaid Yeoman Deft in a Plea &c as is of Record heretofore — The said Parties appear, and it is considered by the Court that they have Day here in Court until the third Tuesday of January next that Samuel Dickinson who was vouched at the last Term may vouch to warranty of the Land demanded Samuel Steindale of Greenfield whose Deed thereof he has

Proprietors of Deerfield &c vs Wing May 102 1791

William Butler of Northampton in the County of Hampshire Printer Plff vs Samuel Murdock late of Shelburne in the County aforesaid Yeom.n an absconding Debtor & Jonas Anderson Yeoman & David Anderson Yeom.n both of Shelburne aforesaid Agents of Samuel Deft in a Plea &c as is of Record heretofore — The Plff appears & it is considered by the Court that this Case be continued to the third Tuesday of January next —

Butler vs Murdock & al May 103 1791

Continued at Sept.r Term 1791

Aaron Graves of Palmer in the County of Hampshire Esq. Plff vs Nathaniel Church of Springfield in the same County Potter Deft in a Plea of the Case for that said Moses at said Springfield on July 22d. 1788 was justly indebted to said Aaron in the Sum of twenty pounds lawful Money for so much Money of said Aaron to his use had & received in Consideration whereof said Moses promised to pay him the same on Demand — & said Moses the requested has never paid the same but hitherto it to the Damage of said Aaron twenty five pounds — The said Parties appear & agree to refer this Case with all Demands & matters of Controversy subsisting between them to the Judgment & Determination of Abraham Burbank Noah Goodman & Samuel Fowler Esq.rs the Award of them or any two of them to be final & be returned into this Court & judgment to be made & Execution issued accordingly — And it is considered by the Court that the Agreement aforesaid of the said Parties be the Rule of this Court in this Case, and that they have Day here in Court until the third Tuesday of January next

Graves vs Church No. 1

Edward Upham of West Springfield in the County of Hampshire Clerk Plff vs the Inhabitants of the Second Parish in West Springfield in the s.d County Defts in a Plea of the Case &c as is at large set forth in the Declaration on File &c — The Plff being three Times called to come into Court in Prosecution — The Defts appear and move that their Costs may be allowed them — And it is considered by the Court that the said Inhabitants do recover against the s.d Edward their Costs taxed at eight pounds ten shillings & nine pence & Mandat &c

Upham vs West Springfield No. 2

Dalrimpler vs Snow & al No. 3

At a Court held in Pelham in the County of Hampshire Province aforesaid Jonathan Snow late of Rutsbury in the same County Yeoman an absconding Debtor & Daniel Tyler of Pelham in the same County Yeoman Agent & of the Goods & Chattels Deft in a Plea of the Case in assumpsit & damages set forth in the Pltfs complaint on Bond &c. The Pltff appears & and the said Daniel comes into Court and being sworn as the Statute in such Case provided directs, and being asked - Had you at the time of the Trust in any Goods Effects monies or Credits of Jonathan Snow the Deft in your Hands &c. Did he answer "I had given to said Jonathan my Note of Hand payable to said Jonathan or his "Order dated about Febr. 1. 1709 for Sixteen pounds thirteen shillings & eight "pence to be paid in Neat Stock or Grain at the Market price and "Cash it was to be paid in Pelham in this County in October which is now the "next Month I cannot certainly recollect the day of the month on which it was "to be paid" - And thereupon it is considered by the Court that this Case be continued to the next Term the third Tuesday of January next.

Cutler vs Snow & al No. 4

Robert Cutler of Amherst in the County of Hampshire Physician Pltff in Jonathan Snow late of Rutsbury in s.d County Yeoman & absconding Debtor & Daniel Tyler of Pelham in the same County Yeoman Agent &c of s.d Jonathan Deft in a Plea of the Case for that said Jonathan at s.d Amherst on November 12th last by his Note for Value received promised said Robert to pay him or Order Five pounds thirteen Shillings & seven pence in neat Cattle at Cash price on Demand with Interest for the said Jonathan the requested has never paid the same &c wrongfully to the Damage of s.d Robert Ten pounds and has absconded &c. The Pltff appears & the said Daniel the Agent aforesaid comes into Court and being sworn discloses upon his Oath - That Jonathan ~~[illegible]~~ his Note of hand payable to said Jonathan or Order dated about the first day of October 1709 for Sixteen pounds thirteen shillings & eight pence or about that sum to be paid in Neat Stock or Grain at the Market Price, to be delivered at his Mills in Pelham in October the next Month &c - And thereupon it is considered by the Court that this Case be continued to the third Tuesday of January next.

Pltff & al vs Wells No. 5.

John Wheeler Yeoman Noah Pltff Yeoman & Josiah Pltff Yeoman & Ezekiel Reed Yeoman all of Rehoboth in the County of Bristol Pltfs as Agrippa Wells late of Leyden in the County of Hampshire Gent. Deft in a Plea wherein the Pltfs demand against the Deft a Tract of Land lying in Leyden aforesaid being Lots Number Twenty Seven first Division of Lands formerly called Fall Brook bounded North on Thomas Wells Land Number Twenty Seven Bounded Lot Number Seven South on Lot Number Twenty Five containing about fifty two Acres - which with the Buildings they claim in their Right & Inheritance & as Heirs to the said Agrippa late with Peter Belcher Jun. Indian by him unjustly wrongfully & illegally within Twenty Years Last Past in a Time of Peace wrongfully ejected & dispossessed the said Pltfs from the said Land in their Demesne as of Fee to Their Right to the Value of Five pounds by the Deed & Instrument of Agrippa Indian Belcher bearing date the first day of May aforesaid which they complain & say Agrippa still detains to their Damage Twenty pounds - The Pltfs appear by Caleb Strong Esq. their Atty and the Deft by Simeon Strong Esq. his Atty come & defend &c. & the Pltfs say they never dispossessed the Defendants in Manner & Form as they have alledged and put themselves upon the Country - And the said Defendants do the same.

At a Court at the Time returned into Court a Verdict rendered upon their Oath that they find the Deft guilty in Manner & Form as set forth in the Declaration - And thereupon it is considered by the Court that the said Agrippa do recover against the Pltfs his Costs taxed at £

Judgment for the Pltfs by their said Atty appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September Current, and the recognizance with Sureties for prosecuting their said Appeal with Effect &c.

[illegible] vs [illegible]

[illegible]

said David the requested but never delivered said Paul Twelve pounds — The Plff appeared & the Deft the first time being duly called to come into Court makes Default of his appearance here — Wherefore it is considered by the Court that the said Paul do recover against the said David Eight pounds seven shillings & eight pence lawful Money Damages & Costs of suit taxed at £ 1.15.5 & Costs &c

Exd Sept 13. 1791

Worthington vs Hebbins Admr No 7

John Worthington of Springfield in the County of Hampshire Esqr Plff in Chl against Rachel Hebbins of Springfield aforesaid Widow & Relict of Moses Hebbins late of said Springfield Yeoman decd & Admr on the Estate of said Moses Deft in a Plea of the Case for that said Moses in his Life time on May 11. 1765 at said Springfield by his Note for Value rec'd promised said John to pay him or his Order Sixpence two shillings & eleven pence lawful Money on Demand with Interest — Yet said Moses tho requested never paid the same while he lived nor hath the said Rachel since the Death of said Moses tho requested but neglects it to the Damage of said John Ten pounds — The Plff appears & the Deft tho the first time called to come into Court makes Default of his appearance here — Wherefore it is considered by the Court that the said John do recover against said Rachel in her Capacity Eight pounds nine shillings & seven pence lawful Money Damages & Costs of suit taxed at £1.3.3 & Execution &c

Exd Nov 25. 1791

Amory vs Lombard No 8

Jonathan Amory of Boston in the County of Suffolk Merchant Plff in Chl against Jonathan Lombard of Ludlow in the same County Yeoman Deft in a Plea of the Case for that said Lombard at said Ludlow on the April 21st 1784 by his Note for Value rec'd promised one Daniel Harris to pay him or Order on Demand one pound nineteen shillings & seven pence lawful Money with lawful Interest for the same till paid & afterwards on that Day aforesaid said Daniel by his Indorsement on said Note ordered the contents thereof then unpaid to be paid to the Plff, whereof said Jonathan then & there had Notice & in consideration thereof promised Amory to pay him the same according on Demand — Yet said Lombard tho requested hath never paid the same but neglects it to the Damage of said Amory Forty pounds — The Plff appears & the Deft tho the first time duly called to come into Court makes Default of his appearance here — Wherefore it is considered by the Court that the said Amory do recover against the said Lombard Thirty one pounds fourteen shillings and three pence lawful Money Damages and Costs of suit taxed at £ 2.11.11 & Execution &c

Jane vs Hunt No 9

Jonathan Amory of Boston in the County of Suffolk Merchant Plff in Chl against Elisha Hunt of Worthington in the County of Hampshire Gentn Deft in a Plea of the Case for that said Elisha at Northampton on July 27. 1790 by his Note for Value rec'd promised one Samuel Barnard to pay him or Order Thirty three pounds lawful Money & the Interest on May 1st next & afterwards on the same Day said Samuel by his Indorsement on said Note then duly ordered the contents thereof to be paid to said Jonathan, whereof said Elisha had then Notice & in consideration thereof promised to pay said Jonathan the same according — Yet said Elisha tho requested has never paid the same but neglects it to the Damage of said Jonathan Fifty pounds — The said Parties appear & agree that this Cause be continued to the next Term & that Judgment be then final — And it is considered by the Court that they have Day in Court until the third Tuesday of January next

Wells vs Burdwell No 10

Jonathan Wells of Castenbury in the County of Hartford & State of Connecticut Gentn Plff in Chl against Simeon Burdwell of Belchertown in the County of Hampshire Husbandman Deft in a Plea of the Case for that said Simeon at Northampton on November 4th 1785 by his Note for Value rec'd promised said Jonathan to pay him Thirty two pounds eighteen shillings & three pence in Cattle Horses Barrows & Boards all or be for July 1st then next with Interest & said Jonathan says he was ready to receive to relieve the same accordingly — Yet said Simeon tho requested has never delivered the same or in any way satisfied him but neglects it to the Damage of said Jonathan Thirty pounds — The Plff appears & the Deft tho the first time called to come into Court makes Default of his appearance here — Wherefore it is considered by the Court that said Jonathan do recover against the said Simeon Six pounds ten shillings & 2d Lawful Damages & Costs of suit taxed at £ 2.12.7 & Execution &c

Exd Sept 13 1791

Lothrop & al
v.
Eddy
No. 11

Joseph Lothrop of West Springfield in the County of Hampshire Clerk & Elizabeth Durgin of Springfield in s^d County Gentlewoman Plffs v. Joshua Eddy of Wilbraham in the same County Yeoman Deft in a Plea of the Case for that said Joshua at Springfield on September 30th 1803 by his Note for Value rec^d promised the Plff to pay them or Order one hundred & fourteen Dollars eleven Shillings & Six pence on Demand with Interest after the rec^d the said Joshua has never paid the same but neglected & to the Damage of the Plffs Two hundred pounds — The Plffs appear and the Deft the three times publicly called to come into Court makes Default & of Appearance here. Wherefore it is considered by the Court that said Joseph & Elizabeth do recover against s^d Joshua of Debt Money Damages & Costs of Suit taxed at

and thereof &c

Bliss
v.
Farmer
No. 12

Oliver Bliss of Wilbraham in the County of Hampshire Innholder Plff v. Benjamin Farmer of Wilbraham Clothier Deft in a Plea that he render him eighteen pounds ten shillings & eight pence lawful Money which to him he owes & from him unjustly detains for this to wit that whereas s^d Oliver on May 27th 1800 at Wilbraham aforesaid had demised granted & to Farm let to said Benjamin a certain Tract of Land lying in said Wilbraham containing about thirty five acres bounded West on the road or way on which said Benjamin now dwells North on Land of Samuel Lyman by East on Land of Charles Eddy South on Land called the Widow Jemima Bliss thirds to have & to hold the same with the appurtenances from the Day of the Date of the same Writing for and during the Term of three Years from the 7th day of April then last past yielding & paying therefor Yearly Six pounds three Shillings & seven pence — By virtue whereof s^d Benjamin entered & was possessed of the Premises with the appurtenances & the s^d £18. 3. 9 for the Years aforesaid ended all the fourth day of April last were in Arrear & are yet in part unpaid whereby action hath accrued to said Oliver to demand them of s^d Benjamin s^d £18 3. 9 for s^d 3 years last & yet s^d Benjn the rec^d has never paid it but same but neglected & to the Damage of said Oliver Twenty pounds The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Bliss
v.
Bliss
No. 13.

Oliver Bliss of Wilbraham in the County of Hampshire Innholder Plff v. Ebed Bliss of Wilbraham aforesaid Yeoman Deft in a Plea of the Case for that said Ebed at said Wilbraham on June 4th 1790 had delivered to said Ebed at his request a certain white Horse of the Price of Ten pounds to ride for the space of one day at said Wilbraham said Ebed said Horse did so negligently & carelessly direct & manage govern & ride that s^d Horse was grievously injured & wounded by reason whereof s^d Horse on June 19th following at s^d Wilbraham died all which is to the Damage of s^d Oliver Twenty pounds — The Deft appears by Hooker his Att^y & the Pltff by Strong & his Att^y comes & defends &c & for Plea says he is not guilty in manner & form as the Pltff in his Declaration hath alleged & thereof puts himself on the Country for Trial — And the said Oliver reserving under by & replying a new assignment says the Plea aforesaid is insufficient & he is not by Law bound to make Answer thereto which he is ready to verify Wherefore for want of a sufficient Plea s^d said Ebed he prays Judgment and the said Ebed says his Plea is sufficient &c Whereupon all & singular the Premises being seen & by the Court understood it appears to the Court that the Plea aforesaid of s^d Ebed is ill & insufficient in the Declaration of s^d Oliver & that said Oliver by his Plea aforesaid ought to recover against the Therefore it is considered by the Court that said Oliver by his Plea aforesaid recovering but that for his ground of Claim is in no Mercy — And that s^d Ebed do recover against s^d Oliver his Costs taxed at £ — Thereupon the said Oliver by his said Att^y appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Surety for s^d Oliver prosecuting the same to Effect &c

Green
v.
Sparrow
No. 14.

Joseph Green of Boston in the County of Suffolk Merchant Plff v. Edward Sparrow of Brookfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that s^d Edward at s^d Boston in the County aforesaid on the [illegible] day of [illegible] in the year of our Lord [illegible] by his Note for Value rec^d promised one Benedict Conner of Brookfield aforesaid to pay the Sum of Twenty two pounds ten shillings & three pence [illegible] Dollars on the 19th day of January next & then & there indorsed the same Note to the said Benedict to be paid to said Joseph which said

said Edward in Stately Bad Notes & in Consideration thereof promised said
Joseph to pay him the same according to the tenor thereof. The said Edward the defendant
has never paid the same & the said Joseph avers that £22 14s of the Currency of New
Brunswick is equal to £27 full of the lawful money of the Commonwealth. To
the Damage of said Joseph Forty pounds — The Parties appear and it is considered
by the Court that they have Day in Court until the third Tuesday of January
next

Shaw
vs
Leonard
No. 15

William Leonard of West Springfield in the County of Hampshire Yeoman Deft in
Consideration Shaw of the same West Springfield Labourer Deft in a Plea of Trespass
for that whereas the Plaintiff on the 9th day of May last at West Springfield
close in the inward Commons in the said West Springfield bounded East on the
Inward Commons South on High Way & North west on high way with
Horses Cows Broke Sentered & the said Williams Herbage then & there growing with
his Beasts eating bread down & destroy & the soil then & there did plow up
disturb & remove & contrary to Law against the Peace & to the Damage of
said William Four pounds — which Case was commenced to be determined
before Abraham Burbank Esq. Justice Pacis & on the Deft Plaintiff
he is now brought up to this Court according as the Statute in such Case provided
directs — The said Parties appear & it is considered by the Court that they
have Day in Court until the third Tuesday of January next

Bush
vs
Lyman
No. 16.

Timothy Bush of Norwich in the State of Vermont Gent. Plff v. Joel Ly-
man of Northampton in the County of Hampshire Husbandman Deft in
a Plea of the Case for that said Joel at Northampton on May 27. 1789 by
his Note for Value received promised said Timothy to pay & deliver him Thir-
teen pounds six shillings & four pence lawful Money worth of West India Goods
at the Common market price by the first day of June 1790 — yet said Joel the
requested has never paid the same but neglects & to the Damage of said Timothy
Twenty pounds — The said Parties appear and it is considered by the
Court that they have Day in Court until the third Tuesday of January
next

Fuller
vs
Paul
No. 17.

Solomon Lathrop Fuller of Conway in the County of Holland & State
of Connecticut Husbandman Plff v. John Paul of Ludlow in the
County of Hampshire Yeoman Deft in a Plea of the Case for that
said John at Conway Feb 2 Springfield on the 21st day of March by his Note
for Value received promised said Plff to pay him on Demand Six pounds
Sixteen shillings & four pence lawful Money with Interest yet the
said John Paul neglected has not paid the same but neglects & to
the Damage of said Solomon eighty pounds The Plff appear & the
Deft the called makes Default of Appearance in Court Whereon it
is considered by the Court that said Solomon do recover against said
John Seven pounds five shillings & five pence for his Damages and
Costs of Suit taxed at £2 2s 8d & thereof &c Decon of Sept. 13. 1791

Rye & al
vs
Howell
No. 18.

Joseph Rye & Watson Freeman both of Boston in the County of Suffolk
Merchants Plff v. Barnabas Howell of Conway in the County of Hamp-
shire Hatter Deft in a Plea of the Case &c as is at large set forth in the
Declaration on File &c — The Plff appear & the Deft the three times
called come not into Court makes Default of Appearance here. Whereon
it is considered by the Court that the Plff do recover against the
said Barnabas Ten pounds eighteen shillings & two pence lawful
Money Damages & Costs of Suit taxed at £2 2s 8d & thereof &c
Decon ib. Sept. 13. 1791

Prentiss on
vs
Hemingway
No. 19

Israel Prentiss on of Woodstock in the County of Windsor & State
of Vermont Gent. Plff v. Joshua Hemingway of New Salem in the
County of Hampshire Yeoman Deft in a Plea of Entry upon & Ejectment
whereon said Plff demands against said Deft Joshua his certain
first Division Lots so called of Land lying in said New Salem being
Lots Number Forty & forty one containing twenty five more or less
whereon said Israel says that said Joshua at New Salem aforesd on
November 26th 1780 being seized of the demanded Premises in his Demesne

as of fee in his own rights by his Deed of Bargain & Sale duly acknowledged & registered for the Consideration of Two hundred pounds 17/2 paid by Sd Israel did give grant bargain & sell to him Sd Israel his Heirs and Assigns forever the whole of the described Premises to have & hold to Said Israel his Heirs in fee simple forever by Virtue whereof Sd Israel then & there became seized of said Premises in his Demesne as of fee since which said Israel says Sd Sylvester hath unjustly entered the same & deprived Sd Israel & still deprives him to his Damage Five hundred pounds — The said Parties agree & it is accordingly by the Court that they have Day here in Court until the third Tuesday of January next

Hubbard vs. Nichols No. 20

Stephen Hubbard of Hawkesbury in the County of Hampshire Blacksmith Plff in Writing against Nicholas Bartlett of Kingsbury Yeoman Deft in a Plea that said Nicholas render to said Stephen Six pounds ninteen shillings & Five pence lawful money which he owes & from him unjustly detains & whereon said Stephen says that at a Court holden before Caleb Strong Esq one of the Justices of the Peace for said County he recovered Judgment against Sd Nicholas for the sum of Six pounds four shillings & seven pence Debt & fourteen shillings & eight pence Costs of suit & said Judgment remains in full force not reversed or annulled whereby action accrued to said Stephen to have and demand said sum of Money of said Nicholas who often requested has not paid the same but neglects & refuses to the Damage of said Stephen Ten pounds — The Defendant being called to come into Court makes default of his appearance but the Plff being called does appear & it is considered by the Court that the said Stephen do recover against the said Nicholas the said sum of Lawful Money Debt & Costs of suit taxed at £ [illegible] & Plaintiff

Bolsewood vs. Gould No. 21

Ebenezer Bolsewood of Hawkesbury in the County of Hampshire Yeoman Plff against Jeremiah Gould late of Charlemont in the same County Yeoman Deft in a Plea that said Jeremiah render to said Ebenezer Four pounds Thirteen shillings & eleven pence lawful money which he owes & from him unjustly detains & whereon said Ebenezer says that at the Court the last Tuesday of January A.D. 1803 he recovered Judgment against Sd Jeremiah for Nine pounds Five shillings & ten pence lawful Money Damages and £ 1.10.1 Costs of suit which Judgment is in force not reversed or satisfied. And the Execution was sued on said Judgment & the same Execution was returned unsatisfied for said sum of £ [illegible] 13 11 — whereby action accrues to said Ebenezer to demand of Sd Jeremiah Sd sum of £ [illegible] 13 11 Yet Sd Jeremiah the defendant has never paid the same but neglects & refuses to the Damage of said Ebenezer as he says. The Defendant being called to come into Court makes default of his appearance & the Plff being also called does appear & it is considered by the Court that said Ebenezer do recover against said Jeremiah Eight pounds five shillings & one penny £ 8.5.1 Debt & Costs of suit taxed at £ [illegible] & Plaintiff &c

Exon. of Sep. 16. 1891

Robinson vs. Robinson No. 22

David Parsons of Cummington in the County of Hampshire Farmer Plff against Samuel Robinson of Barre in the County of Worcester Yeoman Deft in a Plea of the Case. The Plff said Samuel on said Southern the 1st December A.D. 1808 by his Note under his hand promised said David to pay him on October 1st Eighteen Dollars lawful money & also for that said Samuel at the same time & place on demand received & promised said David to pay him on October 25th last by his Note for Clothing received & promised said David to pay him Fifteen shillings & four pence by October 11th last past & said Samuel though requested & his Note received & promises but neglects & refuses to the damage of said David Eighty pounds — The Defendant being called to come into Court makes default of his appearance but the Plff being also called does appear & it is considered by the Court that said David do recover against said Samuel Seven pounds Six shillings & eight pence lawful Money Damages & Costs of suit taxed at £ [illegible] & Plaintiff &c

Exon. of Sep. 16. 1891

Cook vs. Cook No. 23

Moses Cook Jr. of Hawkesbury in the County of Hampshire Gen. Plff against Joseph Cook of Cummington in the County of Hampshire Yeoman Deft in a Plea of Trespass on the Case as is set forth in the Declaration of the Files of this Term &c — The said Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Nathaniel Jackson of Greenwich in the County of Hampshire Yeoman Pltff vs
Daniel Ballard of New Salem in the County aforesaid Husbandman Deputy
Sheriff Deft in a Plea of the Case for that said Daniel at New Salem on
November 29th last by his Note for Value received promised said Nathaniel to pay
him or Order the Value of Thirteen pounds lawful Money to be paid in
Saleable Neat Stock at the Common going Cash Price by June 1st then next
with Interest Yet said Daniel the requested has never paid the same but neglects it to the
Damage of said Nathaniel Twenty five pounds — The
Pltff appears & the Deft the three Times called to come into Court makes Default
of Appearance here — Wherefore it is considered by the Court
that said Nathaniel do recover against said Daniel Thirteen pounds
eleven shillings & eight pence & Damages & Costs of Suit taxed at
£1.0.7 & Thereof &c.
Execution Sept. 16. 1791.

Jackson vs Ballard No. 24

Samuel Cook of New Salem in the County of Hampshire Yeoman Pltff vs
Samuel Curtis of the same New Salem Yeoman Deft in a Plea of the
Case for that said Curtis at said New Salem on February 29th 1790 by his
Note for Value received promised said Cook to pay him Ten pounds in
Neat Cattle Stock at Cash Price by August 1st then next with Interest
of said Curtis the requested has never paid the same but neglects it to the
Damage of said Cook Eighteen pounds — The Pltff appears & the Deft
the three Times called to come into Court makes Default of Appearance
here — Wherefore it is considered by the Court that said Samuel Cook
do recover against said Curtis Two pounds eight shillings & five pence
lawful Money Damages & Costs of Suit taxed at £1.0.1 & Thereof &c
Execution Sept. 16. 1791 —

Cook vs Curtis No. 25

Nathan Byrne of Pelham in the County of Hampshire Yeoman Pltff vs
Elisha Davis of Portland in the County of Worcester Yeoman Deft
in a Plea of the Case for that at Northampton on June 8th 1790 the said
Joshua made his Note & delivered the same to said Elisha whereby for
Value rec'd said Joshua promised said Elisha to pay him or Order
Eleven pounds ten shillings lawful Money on or before June 1st then
next — On August 3d 1790 said Elisha by his Indorsement on said Note
ordered the Contents thereof then due for Value rec'd to be paid to said Nathan
or his Order and afterwards on the second Day of June last said Nathan
showed said Note & the Indorsement thereon to said Joshua & requested Pay
ment & said Joshua then & there refused to pay the same whereof said Elisha
then & there had Notice & became chargeable in Law to pay the same to
said Nathan & in Consideration thereof promised said Nathan to pay him
the same on Demand Yet said Elisha the requested has never performed his
said Promise but neglects it to the Damage of said Nathan Sixteen pounds
The Pltff appears & the Deft the three Times publicly called to come into Court
makes Default of Appearance here Wherefore it is considered by the Court
that said Nathan do recover against the said Elisha Twelve pounds
four shillings & three pence lawful Money Damages & Costs of Suit taxed at
£1.9.9 & Thereof &c
Execution Sept. 16. 1791

Byrne vs Davis No. 26

Ebenezer Rockwood of Amherst in the County of Hampshire Gent. Pltff vs
David Snowbridge of Deerfield in the same County Yeoman Deft in a Plea of
the Case for that said David at said Amherst on August 5th 1791 by his Note
for Value rec'd promised said Ebenezer to pay him or Order thirteen pounds
eighteen shillings & ten pence lawful Money on Demand with Interest
the said David the requested has never paid the same but neglects it to
the Damage of said Ebenezer Sixteen pounds — The Pltff appears & the
Deft the three Times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that said Ebenezer do recover against
the said David Fourteen pounds & three pence lawful Money Damages & Costs
of Suit taxed at £1.2.4 & Thereof &c
Execution Sept. 16. 1791 —

Rockwood vs Snowbridge No. 27

Isaac Baker of Amherst in the County of Hampshire Tailor Pltff vs Samuel
Sheldon of Hadley in the same County Gent. Deft in a Plea of the Case
for that said Samuel at said Amherst on April 6th 1791 by his Note for Value
rec'd promised Walter Wilson to pay him or his Order Eleven pounds lawful
Money

Baker vs Sheldon No. 28

in three months with lawful Interest & afterwards on July 7th last Pt Walter by his Indorsement on the same Note ordered the Contents thereof then due to be paid to said Bros for Value received whereof said Samuel then & there had Notice & so became charged to pay said Contents to said Bros & in Consideration thereof promised Pt Bros to pay him the same on Demand Yet Pt Samuel the requested has never paid the same but neglects sh to the Damage of said Bros ten pounds — The Plff appears and the Deft the Plaintiff being duly called to come into Court makes Default of Appearance here — Wherefore sh is considered by the Court that the said Bros do recover against the said Samuel Six pounds fifteen shillings & three pence Lawfull Money Damages & Costs of Suit taxed at £6.16.3 & thereof &c

Execution Sept. 17th 1791 —

Bolhwood v Cook & al No 29

Solomon Bolhwood of Amherst in the County of Hampshire Yeoman Plff & Moses Cook Jun Yeom & Joseph Pettis Gent both of Pt Amherst & both Deputy Sheriffs Deft in a Plea of the Case for that said Moses & Joseph at Amherst aforesaid on April 27. 1787 were justly indebted to Pt Solomon in the Sum of Seven pounds Fifteen shillings Lawfull Money for Six hundred & sixty three weight of Beef by said Solomon to said Moses & Joseph at their Request before that Time sold & delivered in Consideration thereof promised Pt Solomon to pay him the same on Demand — Yet Pt Deft the requested have never paid the same but neglect sh to the Damage of Pt Solomon eight pounds — The Plff appears & the Deft the Plaintiff being duly called to come into Court makes Default of Appearance here Wherefore sh is considered by the Court that said Solomon do recover against said Moses & Joseph Four pounds Seventeen shillings & two pence Lawfull Money Damages & Costs of Suit taxed at £6.3.10 & thereof &c Execution Oct. 22 1791

Bruce & Conner v de No 30

Nathan Bruce of Pelham in the County of Hampshire Yeoman Plff & Thomas Johnson Yeoman & William Brittain Yeoman both of Pelham aforesaid Defts in a Plea of the Case for that said Thomas & William at said Pelham on September 16th 1790 by their Note for Value rec promised said Nathan to pay him the Value of Four pounds Ten shillings in Rye at 3/ pr bushell or Indian Corn at 2/ pr bushell on or before February 1st Ten next with Interest also for that Pt Thomas & William on said Pelham on Sept. 16 aforesaid by their other Note for Value rec promised said Nathan to pay him the Value of Four pounds & Ten shillings Lawfull Money in Rye at 3/ pr bushell or Neat Cattle of equal Value on or before March 1st Ten next with Interest — Yet the Defts the requested have never performed either their said Promises but neglect sh to the Damage of said Nathan four ten pounds — The Plff appears & the Defts the Plaintiff being duly called to come into Court on the Default of Appearance here Wherefore sh is considered by the Court that the Plff do recover against Pt Defts

Damages & Costs of Suit taxed at £6.6.7 & thereof &c

Litteridge v Blackwell No 31

William Litteridge of Conway in the County of Hampshire Gent Plff & Elisha Blackwell of Amherst in the same County Blacksmith Deft in a Plea of the Case for that said Defts at said Amherst on the 18th 1788 in consideration received promised the said Plff to pay him or his Order the Value of Twenty pounds in Neat Cattle at the rate of Three pounds pr pound or Wheat at 10/ pr bushell on or before the 20th day of March then next — Yet said Elisha the requested has never paid the same but neglect sh to the Damage of Pt William Twenty pounds — The Defts appear and sh is considered by the Court that they have Day here in Court until the first Tuesday of January next

Grave v Ellis & al No 32

Daniel Graves of Sunderland in the County of Hampshire Yeoman Plff & Ezra Ellis of Everett in said County Yeoman & Ephraim Ellis of Worcester in said County Yeoman Defts in a Plea of the Case for that Pt Defts at Pt Sunderland on April 21st 1785 by their Note for Value rec promised said Daniel to pay him Seventy one pounds Ten shillings & three pence Lawfull Money on Demand with Interest — Yet said Defts the requested have never performed their said Promise but neglect sh to the Damage of said Daniel Twenty pounds — The Plff appears & the Defts the Plaintiff being duly called to come into Court make Default of Appearance here — Wherefore sh is considered by the Court that Pt Daniel do recover against said Defts Twenty one pounds ten shillings & three pence Lawfull Money Damages & Costs of Suit taxed at £6.6.9 & thereof &c

Execution Oct. 5. 1791 —

Junior Strong of Hatfield in the County of Hampshire Yeoman Pltff vs. Elias James Hunt of Williamsburgh in the same County Yeoman Deft in a Plea of the Case for that said James at said Hatfield on February 8. 1786 by his Note for Value rec'd promised the Pltff to pay him or Order Fourteen pounds eleven shillings & four pence lawful Silver Money on Demand with Interest Yet said James tho requested hath never paid the same but neglects so to do to the Damage of said Junior eighteen pounds The Pltff appeared & the Deft tho thrice called to come into Court to make Default of Appearance Wherefore it is considered by the Court that said Junior do recover against said James Nine Pounds nine shillings lawful Money Damages & Costs of Suit taxed at £ 2. 2 & Execution &c

Strong v. Hunt No. 33

Execution Sept. 17. 1791

Josiah Reed of Greenfield in the County of Hampshire Yeoman Pltff vs. Samuel Rogers of the same Greenfield Yeoman Deft in a Plea of the Case for that said Samuel at Greenfield on September 10th 1789 by his Note for Value rec'd promised the Pltff to pay him or Order four pounds in Flax Work at the Market price by March 1st then next with Interest Yet he hath never paid the same but neglects so to do to the Damage of said Josiah Ten pounds The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Reed vs Rogers No. 34

James Severance of Greenfield in the County of Hampshire Yeoman Pltff vs. Samuel Rogers of the same Greenfield Yeoman Deft in a Plea of the Case for that said Samuel at said Greenfield on November 1st 1789 by his Note for Value rec'd promised the Pltff to pay Five pounds in Boards the 1st day of May then next with Interest – and also for that said Samuel at said Greenfield on January 14th last by his other Note for Value rec'd promised the Pltff to pay him or Order forty shillings & eight pence with Interest & Yet said Samuel hath never paid either of said sums tho requested but neglects so to do to the Damage of said James Ten pounds The Parties appear and it is considered by the Court that said Parties have Day here in Court until the third Tuesday of January next

Severance vs Rogers No. 35

James Dickinson of Conway in the County of Hampshire Yeoman Pltff vs. Caleb Parsons Elijah Lee Junr & Noah Taylor all late of Hatfield in the same County Yeomen Defts in a Plea of the Case for that said Defts at Hatfield on December 13th 1790 by their Note for Value rec'd promised said James to pay him the Value of Eleven pounds eighteen shillings & 8d in one Barrel of New Rum of 31½ Gallons & six good Work Cattle at £4 6 per bushel & deliver the same in Casks at said Dickinsons Dwelling House in Conway on Demand of said Defts tho requested have never performed their Promise but neglect so to do to the Damage of said James Ten pounds The Pltff appeared & the said Defts tho thrice called to come into Court to make Default of Appearance here Wherefore it is considered by the Court that the said James do recover against the said Defts the Value Twenty pounds Six shillings & one penny lawful Money Damages & Costs of Suit taxed at £ 1. 3. 3 and Execution &c

Dickinson vs Parsons No. 36

Execution Sept. 24. 1791

Jonathan Lynde of Worcester in the County of Worcester Merchant Pltff vs. Thenelin Winslow of Colrain in the County of Hampshire Esq. Broadman Executor of the last Will &c of Thenelin Winslow late of Petersham in the County of Worcester deceased Deft in a Plea of the Case for that said Thenelin the Testator at Northampton aforesaid on April 19th 1775 being indebted to the Pltff in the Sum of Seventeen pounds one shilling & four pence lawful Money according to his Account & the Writ, in Consideration thereof promised the Pltff to pay him the same on Demand & Yet said Testator in his Life time never paid said Sum; and the said Thenelin the Testator tho requested has never paid the same but neglects so to do to the Damage of said Jonathan twenty pounds The Pltff appeared & the said Defendant tho publicly called to come into Court to make Default of Appearance here Wherefore it is considered by the Court that the said Jonathan do recover against the said Thenelin the Executor aforesaid in his said Capacity & Seventeen pounds one shilling & four pence Lawful Money Damages & Costs of Suit taxed at £ 1. 19. 11 & therefore

Lynde vs Winslow Exr No. 37

Execution Sept. 15. 1791

Wendell Esq. & Blair Wendell of Boston in the County of Suffolk Esq. only surviving Executor of
vs the last Will & Testament of John Young late of said Boston Esq. deceased Pltffs Edmond Rawson
Rawson of Montague in the County of Hampshire Husbandman Deft in a Plea of Debt for
No 38 that said Edmond at Northampton aforesd on April 8th 1783 by his Writing obligatory
called a Bond under his Hand & Seal bound himself & said John Blair in the
Sum of twenty pounds Lawful Money to be paid to said John on Demand Yet
said Edmond the requested has never paid the same to said John or his Executors
but neglected & to the Damage of said Pltffs twenty pounds & The Pltffs appears and
the Deft the time being called to come into Court makes Default of Appearance here.
Whereupon it is considered by the Court that said Pltffs ought do recover against
said Edmond
Debt & Costs of Suit taxed at £2 12 2 of which &c

Foster Emerson Foster of Orange in the County of Hampshire Clerk Pltff vs Moses Goddard
vs of the same Orange Gent. Deft in a Plea of the Case for that said Moses at Orange
Goddard on April 30 1790 by his Note by Partners signed together with Benjamin Mayo Edward
No 39 Ward John Ellis Jonathan Ward Nehemiah Ward Ebenezer Goddard & Jonathan God
dard for Value received promised the Pltff to pay him or Order Forty nine pounds
fourteen shillings Lawful Money in Nine months from the Date of said Note with
Interest - Yet the said Moses & others as aforesaid the requested have never paid the
same but neglected & to the Damage of said Emerson eighty pounds - The Pltff appears
and the Deft the time being called to come into Court makes Default of Appearance
here - Whereupon it is considered by the Court that the said Emerson do recover against
the said Moses Forty nine pounds & two pence Lawful Money Damages & Costs of Suit taxed
at £ 1 18 11 & 1 of &c
Exon Sep. Term 1791

Lyon & al John Lyon Junr of Leicester in the County of Worcester & Elisha Warner of Belchertown
vs in the County of Hampshire Traders Pltffs vs Benjamin Davenport late of Oxford in the
Davenport County of Hampshire Merch. Deft in a Plea of the Case for that said Benjamin at said
No 40 Belchertown on March 31st 1790 in consideration that the Pltffs at the Request of said Benjamin
had there before that time sold & delivered said Benjamin divers Articles mentioned in the
Account annexed to the Writ aforesaid on Credit & to the Pltffs promised to pay them
therefor so much Money as the same were worth & on Demand with Interest and
the Pltffs say the same Articles were then & there reasonably worth Fourteen pounds seventeen
Shillings & one penny whereof said Benjamin there after and the same Day & Year &c
Yet said Benjamin the requested has never paid the same but neglected & to the Damage
of said Pltffs Twenty pounds - The Pltffs appeared & the Deft the time being called to come
into Court make Default of Appearance here Whereupon it is considered by the Court that
the said John & Elisha do recover against the said Benjamin Eight pounds four shillings
and seven pence Lawful Money Damages & Costs of Suit taxed at £

Wood Medad Wood of Northampton in the County of Hampshire Yeoman Pltff vs Isaac Emerson
vs of Williamsburgh in the same County Husbandman Deft in a Plea of the Case
Emerson as in a large Bill for the Writ on the Files of this Court &c The Parties appear
No 41 and it is considered by the Court that they have Day here in Court until the third
Tuesday of January next

Williams Hannah Williams of Pittsfield in the County of Berkshire Widow Pltff vs Thomas Wells
vs Dickinson of Deerfield in the County of Hampshire Gent. Deft in a Plea wherein the
Dickinson Plaintiff demands against the Tenant a Tract of Land lying in Shelburne in said
No 42 County of Hampshire being the Southeasterly Part of the Lot Number Twenty two
originally laid out in Deerfield assigned to Samuel Dickinson in the second
Division bounded as follows beginning at the South East corner of said original Lot
Number twenty two thence running North Fourteen degrees East to a stake
original Lot now in possession of Reuben Bardwell thence West two degrees South to
a stake of same Lot now in possession of Job Bardwell thence South Fourteen degrees
West to the South side of the same Lot thence East two degrees North to the first men
tioned Bounds containing about eighty three acres & Ninety one rods which is one
Tract with the appurtenances said Plaintiff claims as her right & demands the
same into said Thomas Dickinson Esq. but by Injustice & Force unjustly withheld &c
to the Damage of said Plaintiff Twenty pounds - The Pltff appears & the Deft
also comes into Court & moves that the Case be continued to the next Term that he may
have the opportunity to notify Joseph Wheeler in Warwick &c And it is considered by
the Court that the said Parties have Day here in Court until the third Tuesday of
January next

Commonwealth of Massachusetts vs Moses Cooper of Westfield in the County of Hampshire Yeoman Defdt in a Precept de scheuen &c Whereas the said Moses has been summoned to appear here to shew Cause if any he has why Execution should not issue against him for the Sum of Ten pounds forfeited to the Commonwealth, as is at large set forth in the Writ of Scire facias on file &c. Caleb Strong Esq. Atty for the Commonwealth appears to prosecute &c and the said Moses being now three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the said Moses for levying the said Sum of Ten pounds lawful Money to the Use of the Commonwealth & also for the Costs of Court taxed at £1 2 7 — Execution Octr 20. 1791 —

Commonwealth
vs
Cooper
No 43

Commonwealth of Massachusetts vs Thomas Pillsbury of Westfield in the County of Hampshire Yeoman Defdt in a Precept de scheuen &c Whereas the said Thomas is summoned to appear before this Court to shew Cause why Execution should not issue against him for the Sum of Ten pounds forfeited to the Commonwealth as is at large set forth in the Writ of Scire facias on file &c Caleb Strong Esq. appears on behalf of the Commonwealth & the said Thomas being three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the said Thomas for levying the said Sum of Ten pounds lawful Money to the Use of the Commonwealth & also for Costs of Court taxed at £1 2 11 — Execution Octr 20. 1791 —

Same
vs
Pillsbury
No 44

Commonwealth of Massachusetts vs James Wales of Northampton in the County of Hampshire Trader Defdt in a Precept de scheuen &c Whereas the said James is summoned to appear before this Court to shew Cause why Execution should not issue against him for the Sum of Five pounds forfeited to the Commonwealth as is at large set forth in the Writ of Scire facias on file &c Caleb Strong Esq. appears on behalf of the Commonwealth & the said James the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the said James for levying the said Sum of Five pounds lawful Money to the Use of the Commonwealth & also for Costs of Court taxed at £1 0 7 — Execution Octr 20. 1791 —

Same
vs
Wales
No 45

Commonwealth of Massachusetts vs Benjamin Colton of Norwich in the County of Hampshire Defdt in a Precept de scheuen &c Whereas the said Benjamin is summoned to appear before this Court to shew Cause why Execution should not issue against him for the Sum of Five pounds forfeited to the Commonwealth as is at large set forth in the Writ of Scire facias on file &c Caleb Strong Esq. appears on behalf of the Commonwealth & the said Benjamin the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the said Benjamin for levying the said Sum of Five pounds lawful Money to the Use of the Commonwealth & also for the Costs of Suit taxed at £1 1 11 — Execution Octr 20th 1791 —

Same
vs
Colton
No 46

Elijah Morton of Westfield in the County of Hampshire Husbandman Plff vs Simeon Bardwell & John Bardwell both late of Belchertown in the same County Husbandmen Executors of the last Will & Testament of Jonathan Bardwell late of said Belchertown deceased Defdts in a Plea of the Case for that said Jonathan late of said Westfield in his Lifetime on September 20th 1771 by his Note for Value received promised said Elijah to pay him Nineteen pounds five shillings & two pence lawful Money with Interest — Yet said Jonathan in his Lifetime or the said Executors since his Decease the requested have ever paid the same but neglect it to the Damage of said Elijah Thirty pounds — The Plff appears & the said Simeon & John the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Elijah do recover against the said Simeon & John in their said Capacity Nineteen pounds nineteen shillings & ten pence lawful money Damages & Costs of Suit taxed at £1 7 1 & thereof &c —

Morton
vs
Bardwell & al
Exs
No 47

Perry
vs
Mayo & al
No. 48

Joseph Perry of Springfield in the County of Hampshire Gent. Pltff. Benjamin Mayo Gent. Colin his Husbandman Moses Goddard Gent. Edward Ward Husbandman Jonathan Ward Husbandman Jonathan Goddard Husbandman Nathaniel Ward Husbandman Ebenezer Goddard Husbandman all of Orange in the County aforesaid Defts. in Debt. the Case Setteth forth that the Defts. all of Orange aforesaid on April 30th 1790 by their Note for Value received promised Emerson Foster to pay him or Order Forty four pounds lawful money in one Year from the Date with Interest after Six months and said Emerson there afterwards on July 1st then next the Contents of said Note remaining due by his Indorsement on the same Note ordered the Contents thereof to be paid to the Pltff. for Value received of all which the said Defts. there immediately had Notice & so doth the Contents thereof to the Pltff. or his Order &c. and in Consideration thereof promised to pay the same and each &c. Yet the said Defts. tho requested have never paid the same but neglect & the Damage of said Joseph Forty pounds. The Parties appear & the Court considered by the Court that they have Day here in Court until the third Tuesday of January next

Foster Ex
vs
Kendall
No. 49

Samuel Foster of Hatley in the County of Hampshire Gent. Pltff. vs Ephraim Kendall Gent. & Silas Fowler Gent. both of Southwick in the same County Defts. in a Plea that the said Defts. Silas render to him the Sum of One hundred & three pounds eleven Shillings lawful Money which to him they owe & from him unjustly detain whereon said Samuel says that said Ephraim & Silas at Springfield in the County on December 4th 1790 by their Writing Obligatory sealed with their Seals acknowledged themselves to be holden & stand firmly bound & obliged to the Pltff. in the Sum of One hundred & three pounds eleven shillings lawful Money to be paid to the Pltff. whenever they should thereto be requested Yet said Ephraim & Silas tho requested have never paid the same but neglect & the Damage of said Samuel one hundred & twenty pounds. The Pltff. appears & the Defts. tho three times duly called to come into Court make Default of Appearance here. Therefore it is considered by the Court that said Samuel do recover against said Ephraim & Silas Six pounds Seven shillings and Seven pence lawful Money Debt & Costs of Court taxed at £1-9-4 & Execution &c.

Execution Oct. 3. 1791

Bliss
vs
Perring
No. 50

George Bliss of Springfield in the County of Hampshire Gent. Pltff. vs Benjamin Perring Gent. of Southwick in the same County Gent. Deft. in a Plea of the Case for that said Benjamin at said Southwick on April 3d 1790 by his Note for Value received promised one David Fowler Gent. to pay him or his Order Eleven pounds eleven Shillings & three pence lawful Silver Money within two Years with Interest & said David there afterwards on August 1st 1791 by his Indorsement on Note ordered the Contents thereof to be paid to the Pltff. for Value received whereof the Deft. had Notice & in Consideration thereof promised the Pltff. to pay him the same &c. of which Deft. tho requested has never paid the same but neglects & the Damage of said George fifteen pounds. The Pltff. appears & the Deft. tho three times duly called to come into Court make Default of Appearance here. Therefore it is considered by the Court that said George do recover against said Benjamin Fifteen pounds nineteen shillings lawful Money Damage & Costs of Court taxed at £1-8-7 & Execution &c.

Execution Sept. 14. 1791

Webster
vs
Hanson
No. 51

Isaac Webster of Hinsdale in the County of Cheshire State of New York Yeoman Pltff. vs Daniel Hanson late of Lanesborough in the County of Berkshire Yeoman Deft. in a Plea of Debt of Bond whereof Isaac complains that the said called Him to mind & cause against on December 12th 1790 by his other writing sealed with the Seal of said Daniel said Bound & agreed to the said Isaac to pay him Forty two pounds eleven shillings Lawful Money on the first day of the Appearance of Pltff. or Demand with Interest & the said Daniel tho requested has never paid the same but Damage of said Isaac Fifty pounds. The Pltff. appears & the Deft. tho three times duly called to come into Court make Default of Appearance here. Therefore it is considered by the Court that said Isaac do recover against said Daniel Forty two pounds eleven shillings lawful Money Debt Damage & Costs of Court taxed at £1-6-3 & Execution &c.

Execution Sept. 12th 1791

William Phillips of Boston in the County of Suffolk Esq. Plff. Abel Elliot
Jun. of Granville in the County of Hampshire Yeoman & Richard Dickinson of
Granville aforesaid Yeoman Deft. in a Plea of the Case for that said Deft. at
Northampton on January 18th 1791 by their Note for Value rec'd promised
the Plff. to pay him or his Order Five hundred & fourteen pounds seven shillings
& seven pence lawful Money on Demand with lawful Interest for the same
till paid Yet said Defts. the aforesaid have not paid the same but neglect
it to the Damage of said William Five hundred & thirty pounds — the
Plff. appears & the Defts. have been publicly called to come into Court make
default & appearance here — Whereupon it is considered by the Court that
William do recover against the said Abel & Richard Five hundred & eight
teen pounds thirteen shillings & seven pence lawful Money Damages & Costs of
Suit taxed at £2 19 9 & Interest &c — Execution ish Sept. 14. 1791

Phillips
vs
Elliot & al
p. 52.

William Phillips of Boston in the County of Suffolk Esq. Plff. against
Simeon Freeman & Nathan Stacy Yeomen both of Southwick in the County of
Hampshire Defts. in a Plea of the Case for that said Simeon & Nathan at
Springfield in said County on December 23d 1790 by their Note for Value rec'd
promised jointly & severally to pay the said William or his Order Thirty six
pounds nine shillings & eight pence lawful money on Demand with Interest
Yet said Simeon & Nathan have never paid the same or any part thereof
but wrongfully neglect it to the Damage of said William Fifty pounds
The Parties appear and it is considered by the Court that they have Day here
in Court untill the third Tuesday of January next

Same
vs
Freeman & al
p. 53

William Phillips of Boston in the County of Suffolk Esq. Plff. against Roger
Bagg of Westfield in the County of Hampshire Yeoman Deft. in a Plea of
the Case for that whereas the said Roger at Northampton aforesaid on January
16th in the Year 1789 by his Note for Value rec'd promised the Plff. to pay
him or Order Fourteen pounds twelve shillings & eight pence lawful Silver Money
on Demand with Interest Yet said Roger the aforesaid has never paid the
same but wrongfully neglects it to the Damage of said William Fifteen pounds &
The Parties appear and it is considered by the Court that they have Day here
in Court untill the third Tuesday of January next

Same
vs
Bagg
p. 54

William Phillips of Boston in the County of Suffolk Esq. Plff. against Hannah
alias Mosely Executrix of the last Will & Test. of Hannah Mosely late of Westfield in
the County of Hampshire Yeoman deceased Deft. in a Plea of the Case for
that said Hannah the Testator in her Life Time late of Westfield on May 12th
1785. by her Note for Value rec'd promised one Hannah Mosely to pay her
or Order Thirty two pounds ten shillings & eight pence lawful Money on
Demand with Interest — and said Hannah Time on the same Day by her Ind
orsement on the same Note order'd the same to be paid to the Plff. which
said Hannah had due Notice and in Consideration thereof promised to pay
him the same on Demand Yet the said Hannah the Testator in her Life
Time or the said Executrix since her Decease have never paid the same
but neglect it to the Damage of said William Forty pounds
The said Parties appear and it is considered by the Court that they have Day
here in Court untill the third Tuesday of January next

Same
vs
Mosely Ex.
p. 55.

Mathew Talcott of Middletown in the County of Middlesex & State of Connecticut
Esq. Plff. against Isaac Nichols of Brookfield in the County of Worcester Trader Exec.
for the last Will & Test. of James Nichols late of the Brookfield Yeoman deceased
Deft. in a Plea of the Case for that said James at Middletown aforesaid on
October 28th 1784 then alive by his Note for Value rec'd promised said
Mathew to pay him Eighty pounds lawful Money in five months with
Interest — Yet said James in his Life Time or the said Isaac since his Decease have
never paid the same but neglect it to the Damage of said Mathew Seventy pounds
The Parties appear & it is considered by the Court that they have Day here in
Court untill the third Tuesday of January next

Talcott Ex.
vs
Nichols Adm.
p. 56

Nash
vs
Wood
No 57

Daniel Nash of Great Barrington in the County of Berkshire Gent. Plff. vs Azariah Wood of South Hadley in the County of Hampshire Gent. Defdt. in a Plea that he render to said Daniel Nine pounds eight shillings & three pence which he hath long owing & from him unjustly detained whereon the Plff says that before this Court holden here on the last Tuesday of August 1789 he recovered Judgment against said Azariah Seven pounds two shillings lawful money Damages & £2.4.3 Costs which Judgment is yet in full force not reversed or satisfied & Execution hath issued to the Plff & have & receive the same with 2/ more for Expense. Yet the said Azariah the after requested has not paid the same but neglects & to the Damage of the said Daniel Twelve pounds &c. The Plff appears & the Defdt. the three Times publicly called to come into Court makes Default of appearance. Therefore it is considered by the Court that the said Daniel do recover against the Defdt. Azariah Ten pounds ten shillings & eleven pence lawful money Damages & Costs of Suit taxed at £3.1.9 & Execution &c

Execution Sept. 14th 1791

Simpson
vs
Bowers appl
No 58

Benjamin Simpson of Blue Hills in the County of Hampshire Yeoman & Phillip Bowers of Belchertown in the same County Tinsmith appellee from the Judgment of William Lee Esq. Justice in which case the Defdt. Benjamin was Plff. the 3d John Defdt. in a Plea of Trespass whereon the Defdt. Benjamin complains that the Plff. John at Belchertown aforesaid on June 6th last with Force & Arms him the said Benjamin did assault & beat wound & wilfully wrong so as his Life was endangered & to the Damage of said eighty shillings &c. The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Woodbridge
Adm. vs
Porter Et al
No 59

Joseph Woodbridge of Hartford in the County of Hartford in State of Connecticut Gent. Adm. on the Estate of Isaac Weldon late of Hartford Yeoman Deceased Plff. vs Elisha Porter of Hadley in the County of Hampshire Esq. & the rest of said County Defdts. in a Plea of the Case as is at large set forth in the Declaration on file & the said Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Colton
vs
Bradley
No 60

Elisha Colton of Longmeadow in the County of Hampshire Yeoman Plff. vs Philemon Bradley of Wilbraham in the same County Yeoman Defdt. in a Plea of the Case for that said Philemon at Springfield on May 1st 1790 by his Note for Value received promised the said Elisha to pay & deliver him eighteen hundred feet of merchantable Pine Boards by June 1st then next. Also for that the said Philemon at Springfield on December 1st 1790 by his Note for Value received promised the said Elisha to have & deliver him two thousand feet of merchantable Yellow pine Boards. Yet the said Philemon the requested has never performed either his said Promises but neglects & to the Damage of said Elisha eighty pounds. The said Parties appear & agree to refer this Case to the Determination of Mr. David Shute Mr. Seth Field & Noah Warriner the Award of them or any two of them to be reduced into this Court Judgment to be made up and Execution issued accordingly. And it is considered by the Court that the Agreement aforesaid of the said Parties be the Rule of this Court in this Case and that they have Day here in Court until the third Tuesday of January next

Goodward
vs
Bacon
No 61

William Goodward of Belchertown in the County of Hampshire Yeoman Plff. vs Daniel Bacon of Brookfield in the County of Worcester Gentleman Defdt. in a Plea of the Case for that the said Daniel at Williamstown Esq. at Northampton on February 2d 1785 by his Note for Value received promised the said Plff. to pay him or Order Seventeen pounds. Nevertheless the said Defdt. on March 18th 1790 by his Indorsement on said Note thereon endorsed the said Note to be paid to Phineas Wright & Daniel Bacon the same Day had Notice & so became liable to pay the same to said William according to the Consideration thereof promised said William to pay him the same & yet the said Daniel the requested has never paid the same but neglects & to the Damage of said William Thirty pounds. The Parties appear & the Defdt. the three times publicly called to come into Court makes Default of appearance. Therefore it is considered by the Court that the said William do recover against the said Daniel Twenty three pounds thirteen shillings & eight pence lawful money Damages & Costs of Suit taxed at £0.0.7 & Execution &c

Execution Sept. 14 1791

Henry Knox of Boston in the County of Suffolk Esq. Administrator on the Estate of Thomas Flucker late of Boston aforesaid Esq. deceased Plff. vs. Giles Crafts Hallowell of Hadley in the County of Hampshire Physician Deft. in a Plea wherein the demands against said Giles the Possession of three lines of Meadow Land lying in that part of said Hadley called Hocanum being part of a Tract of Land formerly owned by one Ebenezer Pomeroy & by him conveyed to Gideon Lyman late of Northampton deceased, the whole of said Lott of which this is part is described in said Hadley Town Book of Records viz. bounded by the Land of William Pixley Southerly & the Land reputed for a Minister Northerly & bounded on the Great River Northerly & Southerly each & whereon the Plff. says that said Gideon Lyman on January 10th 1767 was lawfully seized of the demanded Premises with the Appurtenances in his Demesne as of fee, by his Deed of Mortgage duly executed acknowledged & registered for good Consideration bargained sold & conveyed the demanded Premises to the said Thomas Flucker then & there in fee to hold the same to him his Heirs & Assigns forever in fee, by Force whereof said Thomas became seized thereof in his Demesne as of fee &c. & ought to have remained in possession thereof but that said Giles hath no Entry into the demanded Premises but by Elijah Lyman to whom the same descended upon the Death of said Gideon who in the Life Time of said Thomas did enter into possession of the demanded Premises without any Right & did disseize the said Thomas & said Giles doth now unjustly deforce & keep him the said Henry from the possession thereof to the damage of said Henry Twenty pounds — The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Case vs. Flucker

Hillsborough No. 62

Henry Knox of Boston in the County of Suffolk Esq. Administrator on the Estate of Thomas Flucker late of said Boston Esq. deceased Plff. vs. Jonathan Warner of Hadley in the County of Hampshire Gent. Deft. in a Plea wherein the demands against said Jonathan the possession of three lines of Meadow Land lying in that part of said Town of Hadley called Hocanum formerly possessed by one Ebenezer Pomeroy & by him conveyed by Deed to Gideon Lyman Esq. deceased the whole of said Lott is described in Hadley Book of Records as bounded by the Land of William Pixley Southerly & the Land reputed for a Minister Northerly & bounded on the Great River Northerly & Southerly & whereon said Henry says that said Gideon on January 10th 1767 was lawfully seized of the demanded Premises &c. by his Deed of Mortgage duly executed at said Northampton acknowledged & registered for good Consideration bargained sold & conveyed the demanded Premises with the Appurtenances to said Thomas then & there to hold to him his Heirs & Assigns forever in fee &c. by Force whereof said Thomas became seized of the demanded Premises &c. that said Jonathan hath no Entry into the demanded Premises but by Elijah Lyman to whom the same descended upon the Death of said Gideon who in the Life Time of said Thomas did enter into possession of the demanded Premises without any Right so to do & did disseize said Thomas thereof & unjustly deforce & keep him out of the same & said Jonathan doth now unjustly deforce and keep him out from the possession thereof the said Henry &c. to his Damage Ten pounds — The said Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Same vs. Warner No. 63

Edmond Palmer of West Springfield in the County of Hampshire Coun. Plff. vs. Noble Fowler of Southwick in the same County Yeoman Deft. in a Plea of the Case for that said Noble at said Southwick on May 23d last being possessed of a certain Note of Hand of one John Little dated Nov. 4th last whereby said John promised said Noble to pay or deliver him three hundred & fifty pounds of good merchantable Flax by March 1st then next & interest after the Time of payment, said Noble for Value received on the same May 23d endorsed the same Note to said Edmond & ordered the Contents thereof then wholly unpaid to be paid to said Edmond & promised said Edmond that the Contents of said Note were due & payable in Flax at the time by the Bound on Demand with Interest yet said Edmond says said Noble not regarding his Promise aforesaid but intending to defraud said Edmond in this that said Note was not due

Palmer vs. Fowler No. 64

to said Nobe, but he had long before that time read the Contents thereof to said Lillie so that said Edmond could detere no Benefit thereby to the Damage of said Edmond Sixty pounds — The Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Bassett Appellant vs Bolwood No. 65

Samuel Bassett of Belfield in the County of Hampshire Yeoman Appellant vs Samuel Bolwood of Conway in the same County Gent. ~~late of Williamsburg of Greenfield in Hartford in the State of Connecticut~~ Trader Appellee from the Judgment of Paul Phillips Esq. Justice in which Case the said Samuel & William were Plaintiffs & the said Abel Defendant in a Plea of the Case as is at large set forth in the Justices Copies on file &c — The said Parties appear and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Wells vs Billings No. 66

Ebenezer Wells of Deerfield in the County of Hampshire Trader Plaintiff vs Aaron Billings of Conway in the same County Trader Defendant a Plea of the Case for that said Aaron at Conway aforesaid on March 5th last by his Note for Value received promised said Ebenezer to pay him or Order Eight pounds twelve shillings & five pence on Demand with Interest yet said Aaron the requisite hath not paid the same but neglects it to the Damage of said Ebenezer Fifteen pounds — The said Parties appear & agree to a Continuance of the Case to the next Term without Costs to the Defendant — And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Shelton vs Pomeroy No. 67

John Shelton of Northampton in the County of Hampshire Barber Plaintiff vs Medad Pomeroy of said Northampton Yeoman Defendant a Plea of the Case for that said Medad at said Northampton on September 8th 1790 by his Note for Value received promised said John to pay him Ten pounds lawful Money on or before June 1st then next with Interest yet said Medad the requisite has not paid the same but neglects it to the Damage of said John Fifteen pounds — The Plaintiff appears and the Defendant the three Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that said John do recover against the said Medad Eleven pounds Sixteen shillings lawful Money Damages & Costs of Suit taxed at £ 1 1 9 & Execution Sept. 14. 1791

Wright vs Bardwell No. 68

Seth Wright of Northampton in the County of Hampshire Trader Plaintiff vs Robert Bardwell of Hatfield in the same County Yeoman alias Trader Defendant a Plea of the Case for that said Robert at said Northampton on February 17th last by his Note for Value received promised said Seth to pay him or Order Five pounds eight shillings in three Weeks from the Date in Pork & Wheat — Yet the Defendant the requisite has never paid the same but neglects it to the Damage of said Seth Seven pounds The Plaintiff appears & the Defendant the three Times publicly called to come into Court makes Default of Appearance Wherefore it is considered by the Court that said Seth do recover against the said Robert Five pounds eleven shillings & three pence lawful Money Damages and Costs of Suit taxed at £ 1 9 3 & Execution Sept. 14. 1791

Hilburn vs Chapin No. 69

Freeman Hilburn of Hartford in the State of Connecticut Trader Plaintiff vs Frederick Chapin of Hatfield in the County of Hampshire Trader Defendant a Plea of the Case for that said Frederick at said Hatfield viz at Northampton on July 25th last by his Note for Value received promised said Freeman to pay him the sum of twenty pounds seventeen shillings in good Barrel Flour Wheat or Rye to be delivered at Hartford at the Market Price — Also for that said Frederick at the same Time & Place by his other Note for Value received promised the Plaintiff to pay him Nineteen pounds twelve shillings in Horses at the Market Price in two months from the Date — Yet said Frederick the requisite has never paid the same but neglects it to the Damage of said Freeman Sixty pounds — The Plaintiff appears & the Defendant the three Times publicly called to come into Court makes Default of Appearance Wherefore it is considered by the Court that the said Freeman do recover against the said Frederick Forty two pounds twelve shillings & eleven pence lawful Money Damages & Costs of Court taxed at £ 2 8 3 & Execution Sept. 14. 1791

Warner vs Stearns No. 70

Thomas Warner of Hatfield in the County of Hampshire Gent. Chas Husbandman Plaintiff vs Samuel Stearns of Williamsburgh in the same County Yeoman alias Gent. Defendant a Plea of the Case for that said Samuel at Northampton on December 1st last by his Note for Value received promised said Thomas to pay him or Order Five pounds thirteen shillings and Four pence in good merchantable Sole Leather delivered at the Store of said Samuel

such one shilling & four pence per pound & yet said James the requested has never performed his said Promise but neglects it to the Damage of said Thomas Seven pounds — The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Timothy Dunham of Hatfield in the County of Hampshire Husbandman Plff v. William Allis of the same Hatfield Gent. Deft in a Plea of the Case for that said William at said Hatfield on January 29th last by his Note for Value rec'd promised said Timothy to pay him or order Fourteen pounds twelve shillings & 2 mo. on or before February 10th then next & interest after time of Payment & yet said William tho often requested has never paid the same but neglects it to the Damage of sd Timothy eight pounds — The Plff appears & the Deft tho three times publicly called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Timothy do recover against the said William Five pounds fourteen shillings & seven pence lawf. Money Damages & Costs of Suit taxed at £ 1 12 3 and thereof &c — Given sd Sept. 14th 1791

Dunham v. Allis Ap. 71

Frederick Chapin of Hatfield in the County of Hampshire Yeoman Plff v. Samuel Clark of Williamsburgh in the County aforesaid Yeoman alias Blacksmith Deft in a Plea of the Case for that said Samuel at sd Hatfield on October 14th last by his Note for Value rec'd promised said Chapin to pay him or order Nine pounds ten shillings & 2 d. in Cut Nails at Cash price in six months with interest — Although that said Samuel at sd Hatfield aforesd on June 1 1791 being indebted to the Plff in another Sum of four shillings & seven pence lawf. Money for so much Money by said Samuel for sd Frederick & to his use before that time had and rec'd in Consideration whereof said Samuel promised said Frederick to pay him the same on Demand &c — Yet said Samuel tho requested has never paid the Sums aforesaid but neglects it to the Damage of said Frederick Sixteen pounds — The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that sd Frederick do recover against said Samuel Ten pounds seven shillings & eight pence lawf. Money Damages & Costs of Suit taxed at £ 1 19 9 & thereof &c Given sd Sept. 14th 1791

Chapin v. Clark Ap. 72

Enoch White of South Hadley in the County of Hampshire Gent. Plff v. Joel Lyman of Northampton in the same County Gent. Deft in a Plea of the Case for that said Joel at sd South Hadley on March 31st last by his Note for Value rec'd promised said Enoch to pay him Five pounds six shillings by May 1st then next & yet sd Joel tho requested has never paid the same but neglects it to the Damage of said Enoch Ten pounds The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the said Enoch do recover against the said Joel Five pounds eight shillings & three pence lawf. Money Damages & Costs of Suit taxed at £ 1 2 7 & thereof &c — Given sd Sept. 14 1791

White v. Lyman Ap. 73

Humbly shews David Warner of Amherst in the County of Hampshire Admr on the Estate of Aaron Warner late of sd Amherst deceased that the Debts due from said Estate including the Admr's Account exceed the personal Estate & Credits the Sum of Sixty five pounds two shillings & eight pence & prays he may be allowed to sell so much of the Real Estate of sd Decd as shall produce sd Sum with Costs of Sale — Which said Petition with a Certificate from the Register of Probate of Wills &c for said County concerning the State much aforesaid, being read it is considered by the Court that the sd Administrator be and he hereby is empowered to make Sale of so much of the Real Estate of sd Deceased as shall produce the sum of Sixty seven pounds for the purpose of paying the Debts due from said Estate, he observing the Directions of the Law relating to such Sales

Warner Admr. Petition for Sale of Real Estate & Order Ap. 74

Hitchcock Admr
Petition for Sale
& Order
No. 75 —

Humbly shews Mary Hitchcock of Ludlow Admrx. on the Estate of Seth Hitchcock late of said Ludlow dec'd that the Debts due from s'd Estate & her Amount for Expenses in settling said Estate exceed the personal Estate fifty eight pounds fifteen shillings & five pence & that the whole of the Real Estate of s'd Deceased as inventoried amounts to five pounds only — She therefore prays Licence to sell the whole of the Real Estate of s'd Deceased according to Law in such Case provided &c — Which said Petition being read with a Certificate from the Office of Probate of Wills &c for said County verifying the Facts stated in s'd Petn are true — It is therefore considered by the Court that the said Admrx be and she hereby is empowered to make Sale of all the Real Estate of said Deceased for the purpose of paying the Debts due therefrom so far as the proceeds will do it, she herein observing the Direction of the Law relating to such Sales

Powers
Debt —
No. 76 —

Hammah Powers of Westfield in the County of Hampshire Gent. Plff. v. Reuben Daily late of Bernardston in the same County Trader Deft in a Plea of the Case for that said Reuben at Bernardston aforesaid on April 9th last by his Note for Value rec'd promised one Simeon Edwards to pay him or Order Eight pounds six shillings & eleven pence Lawful & Interest on Demand & s'd Edwards then afterwards the same Day by his Indorsement on s'd Note ordered the Contents thereof to be paid to the Plff for Value rec'd whereof s'd Reuben had Notice & in Consideration thereof promised the Plff to pay him the same accordingly yet the said Reuben the requested has never paid the same but neglects & refuses to the Damage of said Hammah Twelve pounds — The Parties appear & agree to a Continuance of this Case to the next Term & that Judgment be then final — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Wesh Eq
v.
Hall
No. 77.

Benjamin West of Charlestown in the County of Cheshire & State of New Hampshire Esq. Plff v. John Hall of Deerfield in our County of Hampshire Yeoman Deft in a Plea of Debt for that said West at Northfield in the County of Hampshire on July 28 1789 by the Consideration of Aaron Whitney Esq. Justice of the Peace recovered Judgment against said John for four pounds nine shillings & ten pence Lawful Money Damage & 18/0 Costs of Suit, which same Judgment is still in Force unsatisfied & unreversed whereby action hath accrued to said West to demand & have of said John said sums with the Interest & 2/8 more for two Levies & have of said John said sums with the Interest & 2/8 more for two Levies & the said John the often requested has never paid the same but neglects & refuses to the Damage of said West Ten pounds — The Plff appears and the Deft the three times called to come into Court make Default & disappearance wherefore it is considered by the Court that the said Benjamin do recover against the said John Six pounds two shillings & eight pence Lawful Money Damages & Costs of Suit taxed at £ 1 12 7 & thereof &c

Exon iss Sept. 13. 1791 —

Lyman
v.
Read
No. 78

Seymour Lyman of Northfield in the County of Hampshire Esq. Plff v. Solomon Read of Petersham in the County of Worcester Clerk Deft in a Plea of the Case for that said Read at Northfield aforesaid on March 28 1785 by his Note for Value rec'd promised one Aaron Whitney Esq. Lawful Money or Order in six Years from the Date one hundred pounds with Interest & said Aaron then afterwards the same Day by his Indorsement on the same Note ordered the Contents thereof then due & to be paid to the Plff for Value rec'd whereof said Read then had Notice & in Consideration thereof promised said Aaron to pay him the same sum according to the Tenor of said Note — And also for that said Solomon on March 28 1785 by his other Note for Value rec'd promised the said Aaron Lawful Money or Order Forty two pounds eight shillings & 8d on the Interest on Demand and said Aaron then afterwards on the same Day by his Indorsement on said Note ordered the Contents thereof then due & to be paid to the Plff for Value rec'd whereof said Read then had Notice & in Consideration thereof promised said Aaron to pay him the same sum according to the Tenor of s'd Note — Yet said Solomon the said Aaron the requested has never paid either of the sums but neglects & refuses to the Damage of said Lyman One hundred & sixty pounds — The said Parties appear and agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

John Barrett of Northfield in the County of Hampshire Gent. Pltff Pro Suo
Wilson of Warwick in the Same County Yeoman Deftdt in a Plea of the
Case for that said Wilson at Northampton aforesaid on August 18. 1797 by
his Note for Value rec'd promised the Pltff to pay him or Order Four pounds
eighteen Shillings & eight pence L.M. & the Interest on Demand and also
for that said Wilson then on October 25th 1797 by his other Note for Value
received promised the Pltff to pay him or Order twenty seven shillings &
five pence L.M. & the Interest on Demand & yet said Wilson the requested
has never paid either said Sums but neglects & to the Damage of said
Barrett Fifteen pounds — The Pltff appears & the Deftdt the three Times
publicly called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that s.d Barrett do recover against
the said Wilson Seven pounds sixteen Shillings & one penny Lawful
Money Damages & Costs of Suit taxed at £ 7 13. 9 & thereof &c —
Execution Sept. 13. 1791 —

Barrett
v.
Wilson
Pay.

Solomon Alexander of Leyden in the County of Hampshire Gent. Pltff
v. Joel Bigelow of Guilford in the County of Windham & State of
Vermont Esq. Deftdt in a Plea of the Case as is at large set forth in the
Declaration on File &c — The Pltff appears & discontinues this Action &
the Deftdt appears & prays he may be allowed his Costs and it is consid-
ered by the Court that s.d Joel do recover against the said Solomon his Costs
taxed at £ & thereof &c —

Alexander
v.
Bigelow
Sp. 80

Poly ux pus Cushman of Bernardston in the County of Hampshire Physician
in Pltff v. Robert Wheller of Greenfield in the Same County Yeoman Deftdt
in a Plea of the Case for that said Cushman on August 4. 1790 at Bernardston
aforesaid was possessed of a certain white faced Cow eight or nine Years old
of the Price of four pounds Fifteen Shillings as of his own Property which
afterwards the same day he took out of her Possession & the same Cow afterwards
came into the Lands of said Robert by finding said Robert knowing
said Cow to belong to the Pltff yet he hath wrongfully detained the
same Cow to s.d Cushman but did convert her to his own use to the Damage
of the s.d Cushman Ten pounds — The said Parties appear & agree to a
Continuance of this Case to the next Term — and it is considered by the
Court that they have Day here in Court until the third Tuesday of January
next

Cushman
v.
Wheller
Sp. 81

Josiah Powers of Warwick in the County of Hampshire Gent. Pltff v. Nathan
Parsons late of Petersham in the same County Gent. Deftdt in a Plea that
the said Parsons render to s.d Josiah who prosecutes for the Commonwealth as well
as for himself Five hundred pounds which to him he owes from him detains
whereon s.d Josiah declares that at said Warwick on May 6th last said Parsons
not being a Sheriff Under Sheriff or Constable did presume to abuse the Name
& Authority of the Commonwealth by pretending him self to be an Under-
Sheriff & took upon himself to act as such & then & there by Virtue of an
Execution in favour of One Nathan Stanley against one Joseph Mayo did
distrain & take from said Joseph One Silver Tankard of the Value of twelve
pounds, one Silver Watch of the Value of Six pounds contrary to Law &c
whereby an Action hath accrued to s.d Josiah to demand & have of s.d Parsons
the Sum of one hundred pounds Yet said Parsons the requested has never
paid the same but detains it to the Damage of s.d Josiah Five hundred pounds
The said Parties appear & it is considered by the Court that they have Day here
in Court until the third Tuesday of January next

Powers
v.
Parsons
Sp. 82

Silvanus Bates of Colrain in the County of Hampshire Yeoman Pltff v. Joseph Clarke
of Northampton in s.d County Yeoman Deftdt in a Plea of the Case for that s.d Joseph
at Northampton aforesaid on June 16. 1790 engaged the Pltff to clear Land & make
Improvements upon a certain Lot of Land in Colrain aforesaid containing
Twenty five Acres — then & there s.d Joseph promised the Pltff to pay him what the
same Labour was reasonably worth — and the Pltff avers he then & there
went on the same Land & cleared & tilled Nine Acres & that the same Labour
is worth three pounds ten Shillings an Acre Yet he hath never paid the Pltff
any thing therefor but neglects so to the Damage of s.d Silvanus one hundred
pounds — The Parties appear & it is considered by the Court that the said
Parties have Day here in Court until the third Tuesday of January next —

Bates
v.
Clarke
Sp. 84

Colton v. Bennett No. 85

Andrew Colton of Springfield in the County of Hampshire Endorsee Pltff Samuel Bennett of Granville in the same County Yeoman Deft in a Plea of the Case for that said Samuel at Springfield on December 20th 1793 by his Note for Value rec'd promised said Endorse to pay him Two pounds Six shillings in ten months from the Date with Interest yet said Samuel the requested has not paid the same but neglects it to the Damage of said Endorse Six pounds — The Parties appear and agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next ——

Colton v. Parsons No. 86

Thomas Colton of Long Meadow in the County of Hampshire Yeoman Pltff vs. Saber Parsons of Ashfield in the State of Connecticut Gent. Deft in a Plea of the Case for that said Saber at said Springfield on July 8th 1791 was justly indebted to the Pltff in the Sum of Seven pounds Ten Shillings Lawful Money for sundry Goods Wares & sold & delivered & divers Labours & Services performed & being so indebted said Saber promised to pay him Therefor the Sum aforesaid whenever he should be required yet said Saber the requested has never paid the same but neglects it to the Damage of said Thomas Ten pounds — The Pltff appears & the Deft the three Times publickly called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Thomas do recover against the said Saber Seven pounds Ten Shillings Lawful Money Damages & Costs of Suit taxed at £7.16.5 & Execution &c Ex. Sept. 14. 1791

Philips 2d v. Leaward No. 87

Elnor Philips of Ashfield in the State of Connecticut Gent. Pltff vs. Simon Leaward of Granville in the County of Hampshire Yeoman Deft in a Plea that he render to him Five pounds Lawful Money which to him he owes & from him unjustly detains as it is alledged set forth in the Declaration on File &c. The said Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Lisowell v. Fowler No. 88

Thomas Lisowell of Southwick in the County of Hampshire Husbandman Pltff vs. Abner Fowler of the same Southwick Yeoman Deft in a Plea of the Case for that said Abner at said Southwick on August 1st 1791 was indebted to the Pltff in the Sum of One hundred pounds for so much Money had & received & being so indebted said Abner then & there promised to pay him the same upon Demand yet said Abner the requested has not paid the same but neglects it to the Damage of said Thomas One hundred pounds — The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Phillips & al v. Rose No. 89

William Phillips Junr of Boston in the County of Suffolk Esq. Pltff vs. Thomas Rose late of Westfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Thomas at Springfield on March 28th 1790 in Consideration that the Pltff then & there let to said Thomas a Farm of Land lying at the Parsonage in West Springfield for one Year from the first day of April then last past said Thomas by his Note promised said William to pay him on or before the first day of April 1790 Six pounds ten Shillings & to pay all Taxes that should be during said Term & keep said Farm & the same premises & Fences in good Repair — yet said Thomas the requested has never paid the same or any way performed his said Promise but neglects it to the Damage of said William Fifteen pounds — The Pltff appears & the Deft the three Times publickly called to come into Court makes Default & appears not here Wherefore it is considered by the Court that the said William do recover against the said Thomas Fourteen pounds Six shillings & eight pence of Lawful Money Damages & Costs of Suit taxed at £3.12.7 & Execution &c

Ex. Nov. 9th 1791

Prescott v. Fuller & al No. 90

Israel Prescott of Conway in the County of Hampshire Esq. Pltff vs. James Fuller & Elnor Prescott Executors of the last Will & Testament of Israel Prescott late of said Groton Esq. deceased Defts in a Plea of the Case for that said Israel in his Life time at said Northampton on April 1st 1790 by his Note for Value rec'd promised said Israel to pay him Fifty Two pounds Six shillings & eight pence Lawful Money on Demand yet said Israel the said Testator the said Defts the same in his Life time nor have the said Executors since his decease performed the same but neglect it to the Damage of said Israel Five hundred pounds — The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

John Royce of East Sudbury in the County of Middlesex Yeoman Executor of the last Will & Testament of said East Sudbury Esqr late on the Estate of Oliver Power late of the East Sudbury Esqr deceased Plaintiff vs. Jonathan Moore Mark Moore & Ira Moore all of Plainfield in the County of Hampshire Yeomen Defts in a Plea of Debt for that the Defts at Northampton on March 27 1794 by their Obligation by them subscribed bound themselves to said John Royce deceased in the Sum of four hundred & eleven pounds six shillings & sixpence lawful Money to be paid said Royce his Executors Adm.rs or Assigns. Yet said Defts tho requested have never paid the same but in fact but neglect it to the Damage of said Royce four hundred pounds — The Parties appear & this considered by the Court that they have Day here in Court until the third Tuesday of January next —

Royce Executor vs Moore et al. No 91

Oliver Wright of Sturbridge in the County of Worcester Husbandman Plff vs David M'Clenlock of Ware in the County of Hampshire Yeoman Deft in a Plea of the Case for that said David at Sturbridge aforesaid at Mock mullow on July 31. 1790 by his Note for Value rec.d promised the Plff to pay him or Order Five pounds ten shillings lawful Money in Grain or Stock at the Going Price on or before November 1st then next with Interest Yet the said David tho requested has never paid the same but neglects it to the Damage of said Oliver Ten pounds — The Plff appears & the Deft tho three times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Oliver do recover against the said David Five pounds Fourteen shillings & two pence lawful Money Damages & Costs of Suit taxed at £ 1 14. 7 & thereof &c

Execution Sept. 14. 1791

Wright vs M'Clenlock No 92

Oliver Cooney late of Ware in the County of Hampshire Gent. Plff vs the Inhabitants of the Town of Ware Defts in a Plea of the Case for that the said Inhabitants of Ware on March 25th 1796 were justly indebted to the Plff in the Sum of £ 13. 17. 4 lawful Money for his keeping one Joseph Ayres & Wife one Year at their Request & being so indebted promised the Plff to pay him the same on Demand with Interest — Yet the said Inhabitants of Ware tho requested have never paid the same but neglect it to the Damage of said Oliver Thirty pounds — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Cooney vs Ware No 93

David Crow of Montgomery in the County of Hampshire Yeoman Plff vs Moses Steel of Washington in the County of Berkshire Gent. Deft in a Plea of Trespass on the Case as is at large set forth in the Declaration on File &c — The said Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Crow vs Steel No 94

John Ashley Junr of Sheffield in the County of Berkshire Esqr Plff vs Hugh Maxwell of Heath in the County of Hampshire Esqr Deft in a Plea of the Case for that said Hugh at Sheffield aforesaid at Northampton on July 5 1790 by his Note for Value rec.d promised the Deft to pay him Seven pounds six shillings lawful Money on Demand with Interest till paid Yet said Hugh tho requested has never performed his Promise but refuses to do it to the Damage of said John fifteen pounds — The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said John do recover against the said Hugh Seven pounds sixteen shillings & three pence lawful Money Damages & Costs of Suit taxed at £ 1 18. 7 & thereof &c

Execution Nov. 3 1791

Ashley Jr vs Maxwell Esq No 95

White vs Bates No. 96

At a Writ of Williams, Ringe in the County of Hampshire March 1791 Pl. Jarom Bates of Worthington alias Cummington in s. County Carpenter Deft in a Plea of the Case for that s. Jarom at Worthington aforesd on November 19th last by his Note for Value recd promised the Pltff to pay him four pounds and one penny on Demand with Interest Yet s. Jarom tho requested has never paid the same but neglects it to the Damage of s. Pltff Ten pounds — The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Robinson vs Perkins No. 97

Thomas Robinson of Windsor in the County of Berkshire Gent. Pltff vs Nathan Perkins of Amherst or of Pelham in the County of Hampshire Blacksmith Deft in a Plea of the Case for that said Nathan at Northampton aforesd on April 26th 1794 by his Note for Value recd promised the Pltff to pay him Two pounds & four pence on Demand with Interest Yet s. Nathan tho often requested has never paid the same but neglects it to the Damage of said Thomas Ten pounds — The Pltff appears & the Deft tho called makes Default of Appearance in Court Wherefore it is considered by the Court that s. Thomas do recover against said Nathan Four pounds three shillings lawful Money Damages & Costs of Suit taxed at £ 1.19.7 & Pleurisy &c

Exon ist Nov. 3 1791

Smith vs B. Smith No. 98

Caleb Smith of Hadley in the County of Hampshire Yeoman Pltff vs Benjamin Smith Junr. of Hadley aforesaid Yeoman Deft in a Plea that he render to s. Caleb Ten pounds which to him he owes & from him unjustly detains whereon said Caleb says that said Benj. at said Hadley on May 14 1791 in the Night Time of said Day drew a Seine for catching Fish in s. Hadley in Connecticut River contrary to Law & whereby Action Hath accrued to said Caleb to have & demand of s. Benjamin s. Sum of Ten pounds — Yet s. Benjamin tho requested hath never paid the same but neglects it to the Damage of s. Caleb Fifteen pounds — The Pltff appears & the Deft tho called makes Default of Appearance in Court Therefore it is considered by the Court that the said Caleb do recover against said Benjamin Ten pounds lawful Money Debt & Costs of Suit taxed at £ 1.1.5 & Pleurisy &c

Lane vs E. Smith No. 99

Caleb Smith of Hadley in the County of Hampshire Yeoman Pltff vs Erastus Smith of the same Hadley Yeoman Deft in a Plea that said Erastus render to s. Caleb Ten pounds which to him he owes & from him unjustly detains, whereon said Caleb saith that said Erastus at s. Hadley on May 14. 1791. in the Night Time of said Day did draw a Seine for catching Fish in Connecticut River contrary to Law & whereby s. Erastus did forfeit to said Caleb s. Sum of Ten pounds &c Yet said Erastus tho requested has never paid the same &c to the Damage of s. Caleb Fifteen pounds The Pltff appears & the Deft tho called makes Default of Appearance here Wherefore it is considered by the Court that s. Caleb do recover against s. Erastus Ten pounds & his Debt & Costs of Suit taxed at £ 1.1.5 & Pleurisy &c

Lane vs Hebard No. 100

Caleb Smith of Hadley in the County of Hampshire Yeoman Pltff vs John Hebard of Hadley aforesaid Yeoman Deft in a Plea that he render to s. Caleb Ten pounds which to him he owes & from him detains for that s. John at Hadley aforesaid on May 14th 1791 did draw a Seine for catching Fish in Connecticut River contrary to Law whereby Action hath accrued to s. Caleb to have & demand of s. John s. Sum of Ten pounds — Yet said John tho requested has never paid the same but neglects it to the Damage of said Caleb Fifteen pounds — The Pltff appears & the Deft tho called makes Default of Appearance in Court Therefore it is considered by the Court that said Caleb do recover against said John Ten pounds & lawful Money Debt & Costs of Suit taxed at £ 1.1.5 & Pleurisy &c

Eleazer Porter of Hadley in the County of Hampshire Yeoman Pltff Daniel Ballard of New Salem in the same County Yeoman & Executor of Deft in a Plea of the Case for that the said Daniel & Deft on June 4th 1790 by his Note for Value rec'd promised said Eleazer to deliver him or Order at his Dwelling House in Hadley on October 15th then next Four pounds two shillings & two pence in Beef Cattle at the Market price with Interest yet said Daniel tho requested has never delivered the same but refuses to do it to the Damage of said Eleazer Ten pounds — The Pltff appears & the Deft tho three times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Eleazer do recover against the said Daniel Four pounds eight shillings and five pence Damages & Costs of suit taxed at £1. 3. 9 & Execution &c —

Execution Sept. 19. 1791

Pot Ess 81 vs Ballard No 101

John Caldwell & John Hott both of Hartford & State of Connecticut Merchts Pltffs vs Elnir Hastings of Hatfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Elnir at said Hartford Oct. 6th at Hadley in s County of Hampshire on November 19. 1787 by his Note for Value rec'd promised the Pltffs to pay & deliver them the Value of Twenty four pounds two shillings in good merchantable pork at Hartford at the Current Market price in two months with Interest Yet said Elnir tho requested has never paid the same but neglects it to the Damage of said Pltffs Thirty pounds — The Pltffs appear & the Deft tho called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Pltffs do recover against the s. Elnir Twenty pounds twelve shillings & four pence lawful Money Damages & Costs of suit taxed at £1. 16. 8 & Execution &c

Execution Sept. 19. 1791

Caldwell & al vs Hastings No 102

Noadiah Rugel of Thompson in the State of Connecticut Clerk Pltff vs Comfort Eaton of Cummington in the County of Hampshire Yeoman Deft in a Plea of the Case for that s. Comfort at Chesterfield in s County of Hampshire on May 11. 1789 by his Note for Value rec'd promised said Noadiah to pay him or Order Thirteen pounds two shillings & three farthings lawful Money on Demand with Interest — Yet said Comfort tho requested has never paid the same but neglects it to the Damage of said Noadiah Twenty pounds — The Parties appear and it is considered by the Court that they have Day here in Court until the Third Tuesday of January next

Rugel vs Eaton No 103

Perez Chapin of Ludlow in the County of Hampshire Physician Pltff vs Caleb Chapin Junr of Bernardston in the same County Physician Deft in a Plea of the Case for that said Caleb at Hadley on November 18th 1788 by his Note for Value rec'd promised said Perez to pay & deliver him or Order Nine pounds eighteen shillings & two pence in Money or Beef at the market price in one Year to be delivered at the Dwelling House of Frederick Chapin in Hatfield with the Use Yet said Caleb has not performed his s. Promise but neglects it to the Damage of said Perez Twenty pounds — The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

P. Chapin vs C. Chapin No 104

Elisha Porter of Hadley in the County of Hampshire Esqr & Sheriff of the same County Pltff vs Elisha Ransom & John Ransom both of Shelburne in s County Yeomen otherwise called Yeomen Defts in a Plea that they under the s. Porter Two Thousand pounds which to him they owe & from him unjustly detain whereon s. Porter says that the Defts at Hadley on May 20 1784 by their Writing obligatory under their Hands & Seals acknowledged themselves to be held & stand firmly bound to said Porter in the Sum of two thousand pounds L.M. to be paid to said Porter whenever they should thereto be requested Yet the said Defts tho requested have never paid the same but neglect it to the Damage of said Porter Two thousand five pounds — The Pltff appears & the Defts tho called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s. Porter do recover against the said Defts Two thousand pounds lawful Money Debt & Costs of suit taxed at £1. 18. 3. And the Defts afterwards at this same Term come & agree that Execution issue against them for Four hundred eighty one pounds four shillings & eight pence half penny part of the aforesaid Sum of Two thousand pounds & the costs aforesaid it is considered by the Court that the Pltff may have his Execution for s. Sum of £481. 4. 8½ & the said costs accordingly

Execution Oct. 21. 1791

Porter Esq vs Ransom & al No 105

Porter Ex
vs
Trask & al
No. 156.

Elisha Porter of Hadley in the County of Hampshire Esq. & Sheriff of the same County Plff vs Rufus Trask Husbandman Uryah Ward Husbandman both of Palmer in the Same County & Israel Trask of Brimfield in the Same County Husbandman Defts in a Plea that they under to said Elisha Five Thousand pounds lawful money which to him they owe & firmly him detain whereon s^d Elisha declares that the Defts at s^d Hadley on November 5. 1807 by their Writing obligatory under their hands & Seals of that Date acknowledged themselves to be held & bound to s^d Elisha in the Sum of five Thousand pounds to be paid to s^d Elisha whenever they should be requested Yet the said Defts tho requested have never paid the Same but neglect it to the Damage of said Elisha Five Thousand & five pounds vs The Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Same
vs
Morgan & al
No. 157.

Elisha Porter of Hadley in the County of Hampshire Esq. & Sheriff of the County Plff vs John Morgan of Springfield Yeoman James Shaw of Wilbraham Yeoman & David Porter of Southwick Gent^m all in the County of Hampshire Defts in a Plea on a Writ of Line pana whereon the Defts are cited to appear here at this time to shew Cause why further Execution should not be awarded upon a former Judgment at January Term last & &c — The said Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Same
vs
Tinker & al
No. 158

Elisha Porter of Hadley in the County of Hampshire Esq. & Sheriff of the s^d County Plff vs Martin Tinker Gent^m Joseph Tinker Yeoman & John Lee Tinker Yeoman all of Westfield in the County aforesaid Defts in a Plea on a Writ of Line pana whereon the Defts are cited to appear here at this time to shew Cause why further Execution should not be awarded for further Damages for £50 on the Judgment at the last Term of this Court &c — The Plff appears and the Defts tho called to come into Court make Default of Appearance here Whereupon it is considered by the Court that the said Elisha may have his Execution against the Defts for Eighteen pounds eight Shillings & five pence of further Damages sustained by the Plff since the last Term & for the Costs of Court the Debt &c. &c. — Execution iss^d Novr 3^d 1791 —

Gillett
vs
Warner
No. 159

Giles Crouch Gillett of Hadley in the County of Hampshire Physician Plff vs Eleazer Warner of Pelham in the same County Gent^m Deft in a Plea of the Case for that the said Eleazer at said Hadley on July 14th 1790 by his Note for Value received promised said Giles to pay him or Order Eighth pounds lawful money on Demand with Interest which Debt Plaintiff has requested has never paid the same but neglects it to the Damage of said Giles twelve pounds vs The Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Warner & al
vs
Graves
No. 160

Jonathan Warner & Noadiah Warner both of Hadley in the County of Hampshire Traders Plff vs Joseph Graves of Belchertown in the same County Gent^m Deft in a Plea of the Case for that s^d Joseph at s^d Hadley on May 24. 1790 by his Note for Value received promised the Plff to pay them or Order Fourteen pounds & five pence three farthings lawful Money on Demand with Interest. Also for that the said Joseph at said Hadley on December 20th 1790 by his other Note for Value received promised the Plff to pay them Nine pounds Six Shillings & five pence lawful Money on Demand with Interest yet s^d Joseph tho requested has never performed either his said Promises but neglects it to the Damage of said Plff Thirty pounds & the Plff appear & the Defts tho three Times in Court called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the Plff do recover against the Defts Twenty four pounds eighteen shillings & three pence lawful Money Damages & Costs of Suit taxed at £ &c. N. T. & Execution iss^d Sept. 19.

Same
vs
Montague
No. 161

Jonathan Warner & Noadiah Warner both of Hadley in the County of Hampshire Traders Plff vs [illegible] Montague of Hadley aforesaid Gent^m [illegible] that the said [illegible] at said Hadley on July [illegible] 1790 by his Note for Value received promised the Plff to pay them or Order [illegible] Dollars lawful Money on Demand with Interest which Debt the said Plff has requested has never been paid but neglects it to the Damage of said Plff [illegible] The Plff appear & the Defts tho three Times called to come into Court make Default of Appearance here Where-

It is considered by the Court that the Pltff do recover against the said Defendant
seven pounds eighteen shillings & eleven pence lawful money Damages & Costs of
suit taxed at 2d 1d & Times &c

Execution Sept. 19th 1791

Jonathan Warner & Noah Warner both of Hadley in the County of
Hampshire Husbandmen Pltffs Error & Nash of the same Hadley Gentn Deft
in a Plea of the case for that said Error at said Hadley on March 13. 1786 by his
Note for Value received promised the Pltffs to pay them Seventy five pounds
one shilling & six pence halfpenny lawful Money on Demand with Interest
of said Error the requested has never paid the same but neglects so to the
Damage of said Jonathan & Noah Sixty six pounds — The Pltffs ap-
pear & the Deft the three times publicly called to come into Court makes
Default & do not appear nor — Whereupon it is considered by the Court
that said Pltffs do recover against the said Deft Sixty three pounds
seven shillings lawful Money Damages & Costs of suit taxed at 1d 1d
& Times &c

Execution Sept. 19. 1791

Jonathan Ellis & Reuben Wait both of Hatfield in the County of Hamp-
shire Husbandmen Pltffs vs Israel Williams of the same Hatfield Gentn Deft
in a Plea of the case for that said Israel at said Hatfield on May 5th last
was indebted to the Pltffs in the sum of four pounds thirteen shillings
& seven pence halfpenny for divers Goods &c before that time sold & delivered
by the Pltffs to the Deft at his request in Consideration whereof said Israel
promised the Pltffs to pay them the same on Demand yet said Israel the
requested has never paid the same but neglects so to the Damage of
the Pltffs six pounds — The said Parties appear & agree that this Case be
continued to the next Term without Costs then, and it is considered
by the Court that they have Day here in Court until the third Tuesday of
January next

Isaiah Shurber of Dublanover in the State of New Hampshire Yeoman
Pltff vs Levi Kendall of Warwick in the County of Hampshire Yeoman Deft
in a Plea &c as is at large set forth in the Declaration on File &c The Pltff
being three times called in Court with the Deft defaulted & the action is
dismissed

Thomas Robinson of Windsor in the County of Berkshire Gentn Pltff vs
James Smith of Brimfield in the County of Hampshire Yeoman Deft in
a Plea of the Case whereon said Thomas complains that said James at North
ampton aforesaid on March 5th 1793 by his Note for Value received pro
mised the Pltff to pay him Nine pounds & four pence in Specie Cash price
by October 1st then next & Interest till paid — yet the said James the
requested has never paid the same but neglects so to do in to the Damage
of said Thomas Ten pounds — The Parties appear & it is considered by the Court
that they have Day here in Court until the third Tuesday of January next —

William Lyman of Northampton in the County of Hampshire Esq Pltff
vs John Lee late of West field in the same County Innkeeper Deft in
a Plea of the Case for that said John at said Northampton on Sept. 7. 1791
being indebted to the Pltff in the sum of one hundred pounds lawful
Money for so much Money then before that time had & received by said
John to & for the use of the Pltff said John then & there in Consideration thereof
promised the Pltff to pay him the same on Demand with Interest yet
the often requested the said John has never fulfilled his said Promise
but neglects so to the Damage of said William One hundred pounds —
The Parties appear & it is considered by the Court that they have Day
here in Court until the third Tuesday of January next

Nash
vs
Error
p. 112

Ellis & al
vs
Williams
No 113

Shurber
vs
Kendall
p. 114

Robinson
vs
Smith
No 115

Lyman Esq
vs
Lee
No 116

Leavens & ux vs Hale
No. 117

Samuel Leavens of Charlestown in the State of New Hampshire Esq. Pltff & Thomas Hale the Second of South Hadley in the County of Hampshire Gent. Deft in a Plea of the Case for that said Thomas at Charlestown aforesaid on September 4th 1761 being justly indebted to said Samuel in the Sum of Five pounds Seventeen shillings & ten pence L.M. for sundry Articles of Book Accounts according to the Schedule annexed to the Writ before that Time sold & delivered & in Consideration whereof said Thomas then & there promised said Samuel to pay him the same on Demand with Interest yet said Thomas tho requested has never paid the same but neglects it to the Damage of said Samuel Twenty one pounds &c The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Williams & ux vs Brownell
No. 118

Ezekiel Williams of Walpole said in the State of Connecticut Esq. Pltff vs Silas Brown & Silas Brown Junr both of Eastchester in the County of Hampshire Deft in a Plea of the Case for that said Silas & Silas Junr at said Eastchester on December 26. 1707 by their Note for Value rec. promised said Ezekiel to pay him or Order Thirty four pounds seven shillings & two pence lawf. Money on or before the last Day of November then next with Interest yet the Deft tho requested have never paid the same but neglects it to the Damage of said Ezekiel Fifty pounds The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Strong & ux vs Kendall
No. 119

Ebenezer Strong of Northampton in the County of Hampshire Esq. Pltff vs Samuel Kendall Junr of Westchester in the same County Deft in a Plea of the Case for that said Samuel at Northampton on May 2d 1709 by his Note for Value rec. promised the Pltff to pay him on Demand with Interest Fourteen pounds five shillings & eight pence lawf. Money yet the often requested said Kendall has never done it to the Damage of said Ebenezer Twenty pounds The Pltff appears and the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ebenezer do recover against the said Samuel Fifteen pounds five shillings & eight pence lawf. Money Damages & Costs of Suit taxed at £ 1 1s 2d 7 & Execution Nov. 11. 1731

Parks vs Rude
No. 120

Robert Parks of Westfield in the County of Hampshire Yeoman Pltff vs Silas Rude of Norwich in the same County Yeoman Deft in a Plea of the Case for that said Rude at Westfield aforesaid on November 25th 1769 had accounted together with said Robert of such concerning divers Sums of Money before that Time owing from the Deft to the Pltff whereupon said John was found in Arrear to said Robert in the Sum of four pounds three shillings & eight pence in Consideration whereof said John promised said Robert the same Sum when he should be requested & yet said John tho requested has never paid the same but neglects it to the Damage of said Robert Twelve pounds The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Pltff do recover against the said John Four pounds three Shillings & eight pence lawf. Money Damages & Costs of Suit taxed at £ & thereof &c

Fowler vs Parks
No. 121

Daniel Fowler of Westfield in the County of Hampshire Gentleman Pltff vs Robert Parks of Montgomery in the same County Yeoman Deft in a Plea wherein said Daniel demands against said Robert a Moiety of Sixty Acres of Land in the New Addition so called being Lot Number Twenty Six bounded South on the River Easterly on Land laid out to Samuel Jacket Westerly on Land laid out to Abraham Fowler Northerly on a Twelve Lot so called in Width forty rods in Length two hundred & forty rods with the Appurtenances as his Right & Title with said Robert hath not Entry but by James Martin to whom Bilidah Fowler demised the same who unjustly and without Judgment dispossessed the Demandant to his Damage Forty pounds The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

The Proprietors of the Common and undivided Lands in Westfield & Southwick in the County of Hampshire Plffs vs Silas Hubbard Solomon Hedges both of Southwick aforesaid Yeoman Deft in a Plea wherein said Proprietors demand against said Deft a certain Tract of Land in Southwick aforesaid included and bounded by the lines following viz lying between the Land & Lands of Joel Ives called beginning at the old Colonel Line, on the West side of Southwick Road thence due North one hundred & fifty four rods thence North twenty four degrees East two hundred & seventy rods thence North fifteen degrees West forty rods thence North thirty one degrees East seventy two rods thence North six & five degrees West twenty seven rods thence North ten degrees East 61 rods thence East 9° S. 48 rods thence N. 29° East 42 rods thence North 25° East 57 rods thence N. 18° W. 34 rods thence N. 50° E. 26 rods thence due North 42 rods thence N. 50° E. 47 rods thence N. 2° 30' E. 40 rods thence N. 22° E. 18 rods thence N. 29° West 22 rods thence N. 29° E. 63 rods thence E. 9° S. on the North Line of Land belonging to Thos Mosley. thence S. 21° W. 44 rods thence S. 11° W. eighty four rods thence S. 21° W. 94 rods thence S. 11° W. 84 rods thence S. 21° 30' West seventy seven rods, thence S. 17° West 46 rods thence S. 7° 30' E. 34 rods thence S. 10° W. 36 rods thence S. 23° W. 46 rods thence S. 18° W. 44 rods thence S. 24° W. eighty rods, thence S. 14° W. 47 rods thence S. 17° W. 76 rods, then S. 27° W. 70 rods to the County Road, thence S. 19° W. 90 rods then S. 5° West 92 rods thence W. 8° N. thirty rods to the first mentioned bounds with the appurtenances as their right & Inheritance and into which the Defts have not entry but by Disseizen thereof unjustly and without Judgment made de de de to the Damage of the Plffs One hundred pounds — The said Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that that they have Day here in Court untill the third Tuesday of January next

Ashley vs French No 123

Israel Ashley of Westfield in the County of Hampshire Yeoman Plff vs Aaron French of Southwick in the same County Yeoman Deft in a Plea of the Case for that said Aaron at said Westfield on April 10. 1790 by his Note for Value rec'd promised said Israel to pay him or Order Ten pounds & ten shillings Lawf Money with Interest Yet S'd Aaron tho requested has never paid the same to the Damage of S'd Israel twelve pounds — The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Israel do recover against the said Aaron Seven pounds three shillings & three pence Lawf Money Damages & Costs of Suit taxed at £1. 0. 3 & thereof &c

Execut Sept 15. 1791

Lewis vs French No 124

Simeon Lewis of Berlin in the County of Hartford & State of Connecticut Yeoman Plff vs Aaron French of Southwick in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Aaron at S'd Westfield on August 15th 1791 by his Note for Value rec'd promised the Plff to pay him or Order Six pounds Eighteen shillings & two pence Lawf Money on Demand with Interest Yet S'd Aaron tho requested has never paid the same but neglects it to the Damage of said Simeon Ten pounds The Plff appears & the Deft tho three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that S'd Simeon do recover against S'd Aaron Six pounds Eighteen shillings & nine pence Lawful Money Damages & Costs of Suit taxed at £1. 11. 3 & thereof &c

Execut Sept 15. 1791

Jackson vs Rose No 125.

Moses Jackson of Westfield in the County of Hampshire Yeoman Plff vs Thomas Rose of the same Westfield & Hanover of Chester in the same County Trader Deft in a Plea of the Case for that said Thomas at said Westfield on December 7th last by his Note for Value rec'd promised said Moses to pay him or Order Twenty eight pounds Lawful Money to be paid in Ten equal parts the first Payment to be made on Demand & the other parts to become payable in three months successively from the Date of said Note & the Plff avers that three Times of payment are elapsed & the whole Contents of S'd Note have become due amounting to Eight pounds eight shillings Yet S'd Thomas tho requested has never paid the same but neglects it to the Damage of S'd Moses twelve pounds

The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Lee vs Fowler No. 126

Ezra Lee Esq. of Westfield in the County of Hampshire Gentleman Pltff vs Silas Fowler of Southwick in the same County Gent. Deft in a Plea of the Case for that said Silas at said Westfield on Aug. 23. 1791 was indebted to the Pltff in the Sum of twenty pounds lawful Money then had & received to the Use of the Pltff & in Consideration thereof promised to pay him the same here on Demand yet said Silas tho requested has never paid the same but neglects it to the Damage of said John Seventy pounds &c. The said Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Meacham vs Black No. 127.

Barnabas Meacham of Windsor in the State of Connecticut Plaintiff in Pltff vs Archibald Black of Blandford in the County of Hampshire Yeoman Deft in a Plea of the Case for that Archibald at Blandford on October 30th 1790 was indebted to the Pltff in the Sum of Ninety pounds lawful Money for the Use & Sum of Money then & there that I now had & received of said Barnabas to his Use & in Consideration thereof the Deft promised the Pltff to pay him the Sum of Eighty pounds with Interest on Demand yet said Archibald tho requested has never performed his said Promise but neglects it to the Damage of said Barnabas eighty pounds &c. The said Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Thomas vs Hubbel No. 128

Lovewell Thomas of Montgomery in the County of Hampshire Yeoman Pltff vs Silas Hubbel of the same Montgomery Yeoman Deft in a Plea that he render to said Lovewell Eighty pounds lawful Money which he hath & owes & from him unjustly detains for this, that said Silas on May 11th 1789 at Northampton by his Writing obligatory sealed with his Seal acknowledged himself to be held & bound to said Lovewell in the Sum of Eighty pounds L.M. to be paid said Lovewell when he should be thereto requested & yet said Silas tho requested has never paid the same but neglects it to the Damage of said Lovewell one hundred pounds &c. The Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Gorham & al vs Thayer & al No. 129.

Nathaniel Gorham of Charlestown in the County of Middlesex Esq. & Rhoda Phelps of Ashfield in the County of Hampshire & State of Connecticut Esq. Pltffs vs Abel Thayer Gent. Joshua Warner Gent. William Godman Esq. John Wait Yeoman Solomon Warner Yeoman all of Williamsburgh in the County of Hampshire Defts in a Plea of the Case for that said Defts at Ashfield in said County of Hampshire on January 16th 1789 by their Note for Value received promised jointly & severally the said Gorham & Phelps to pay them or Order One hundred & forty five pounds & four Shillings lawful Money by April 1st then next &c. Also for that said Defts at Ashfield aforesaid on the day aforesaid by their other Note for Value received promised the Pltffs jointly & severally to pay them or Order one other Sum of One hundred forty five pounds & four Shillings lawful Money by April 1st 1790 with Interest Yet said Defts tho requested have never paid either the Sums aforesaid but neglect it to the Damage of said Gorham & Phelps Five hundred pounds &c. The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Gorham vs Lovewell No. 130

Nathaniel Gorham of Charlestown in the County of Middlesex Esq. & Rhoda Phelps of Ashfield in the State of Connecticut Esq. Pltffs vs Jonathan Maxwell of Charlemont in the County of Hampshire Gent. Deft in a Plea of the Case for that said Jonathan at Charlemont on March 21st 1789 by his Note for Value received promised the Pltffs to pay them or their in One hundred Seven hundred & forty pounds in three several Payments, One third each on April 1st 1790 and the remaining third each on April 1st 1791 with Interest from January 1st 1789 &c. yet said Deft tho requested has never performed his said Promise but neglects it to the Damage of said Pltffs Seven hundred pounds, The Parties appear & agree to a Continuance. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Parker Ex. Adm. vs Loomis & al Adm. No. 131

Warham Parker of Westfield in the County of Hampshire Esq. Pltff on the Exec of Elisha Parker late of s. Westfield Esq. dec. d. Pltff in Westfield in Southwick in Hampshire County Yeoman & Silence Loomis of Westfield aforesaid Widow Adm. on the Estate of John Loomis late of said Westfield Yeoman dec. d. Deft in a Plea of the Case for that said Elisha at s. Westfield on April 23. 1770 being then in full Life by his Note for Value rec. d promised said Elisha then in full Life & pay him or order Fourteen pounds five shillings & four pence lawf. Money on Demand with Interest & yet s. John in his Life Time the requested never paid the same to s. Elisha in his Life Time or s. Warham since the Decease of s. Elisha, neither have the said Administrators since s. John's Death ever paid the same but neglect it to the Damage of s. Warham Thirty pounds — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next ——

Adams vs Moor No. 132

Moses Adams of Monroe in the County of Hampshire Yeoman Plff vs. James Moore of Chester in the same County Gent. Deft in a Plea of the Case for that said James at Chester aforesaid on December 30. 1787 was indebted to said Moses in the Sum of eight pounds ten shillings lawful Money for a Horse. That he then sold & delivered at the request of said James, & in Consideration thereof promised the Plff to pay him the same Sum when he should be thereto requested. Yet s. d James the requested has never paid the same but neglects it to the Damage of s. d Moses Twenty pounds — The Parties appear and agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Griswold vs Waite No. 133

John Griswold Junr of Monroe in the County of Hampshire Yeoman Plff vs. Jonathan Waite Junr of Chester in the same County Yeoman Deft in a Plea of the Case for that said Jonathan at said Chester on June 3d. 1789 by his Note for Value rec. d promised the Plff to pay him Ten pounds one shilling and four pence lawful Money on Demand with Interest. Yet s. d Jonathan the requested has never paid the same but neglects it to the Damage of said John Fifteen pounds — The Plff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said John do recover against the said Jonathan Seven pounds two shillings & four pence lawf. d Money Damages & Costs of Suit taxed at £1.7.7 & Mittimus &c. Exon. Sept. 15th 1791

Laphin Appt vs Cross Appe No. 134

Matthew Laphin Junr of Southwick in the County of Hampshire Yeoman Appellant vs. Eleazer Cross of London in the County of Berkshire Yeoman Appellee from the Judgment of Edward Walker Esq. Just. Pacis in which Case the said Eleazer was Plff & s. d Matthew Deft in a Plea of the Case for that said Matthew at said London viz at s. d Southwick on March 31st 1790 was indebted to said Eleazer for Sixteen hundred feet of Boards before that time sold & delivered by s. d Eleazer to s. d Matthew at his request, in Consideration whereof the said Matthew promised s. d Eleazer to pay him so much Money as s. d Boards were worth on Demand & s. d Eleazer avers they were worth three shillings by the hundred value of s. d Matthew had Notice. Yet s. d Matthew the requested has never paid the same but neglects it to s. d Damage of s. d Eleazer Four pounds — The said Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Lombard vs Chapin No. 135

John Lombard of Windsor in the State of Vermont Yeoman Plff vs. Elijah Chapin Junr of Granby in the County of Hampshire Husbandman Deft in a Plea of Debt for that Judgment by the Consideration of Wm Scott Esq. Just. Pacis at his Dwelling House in Palmer on August 19th 1789 recovered Judgment against s. d Elijah for the Sum of £2.14.0 Damages & £1.7.6 Costs of Suit which Judgment remains in full Force not reversed or satisfied whereof he the said John demands of s. d Elijah the Sums aforesaid & in Breach Yet s. d Elijah the requested has never paid the same but neglects it to the Damage of s. d John Ten pounds. The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said John do recover against the said Elijah Four pounds twelve shillings & ten pence lawf. Money Debt & Costs of Suit taxed at £1.12.7 & Mittimus &c. Exon. Sept. 17. 1791

Danielson & Howe & al
No 136

Timothy Danielson of Brimfield in the County of Hampshire Esq. Plff in Dam. Howe Innholder & Noble Baggs Husbandman both of Belchertown in the same County Defts in a Plea of Debt for that said Timothy by the Consideration of this Court at the Term thereof the second Tuesday of March 1790 recovered Judgment against the Defts for the Sum of Eight pounds Thirteen Shillings & one penny Lawf. Money Damages & £4 10 9 Costs of Suit, which Judgment remains in full Force not reversed or satisfied wherefore Action accrues to said Timothy to demand & have of s.d Defts the Sums aforesaid & the Interest. Yet said Defts tho requested have never paid the same but neglected it to the Damage of said Timothy Sixteen pounds. The Plff appears & the Defts tho three Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Timothy do recover against the said Defts Seven pounds Seventeen Shillings & ten pence Lawf. Money Damages & Costs of Suit taxed at £2 1 15. 1 & therefor &c

Execution Sept. 17th 1791

Porter & Chunks
No 137

Nathan Porter of Brimfield in the County of Hampshire Husbandman Plff vs Caleb Chunks of Belchertown in the same County Husbandman Defdt in a Plea of the Case for that said Caleb at s.d Brimfield on December 10th 1789 by his Note for Value rec.d promised said Nathan to pay him or Order Eight pounds fourteen Shillings Lawf. Silver Money worth 5/ Sterling at two pence halfpenny a beer to be delivered at said Porters House in Brimfield by September 1st 1790 next after the Date of s.d Note. Yet said Caleb tho requested has not paid the same but neglected it to the Damage of said Nathan fifteen pounds. The Plff appears & the Defdt tho three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Nathan do recover against said Caleb Nine pounds four Shillings & five pence Lawf. Money Damages and Costs of Suit taxed at £1 16 11 & therefor &c

Execution Sept. 17 1791

Shepard & Bispel
No 138

Levi Shepard of Northampton in the County of Hampshire Gent. Plff vs Moses Bispel of Hadley in the same County Yeoman Defdt in a Plea of the Case for that said Moses at s.d Northampton on December 23d 1789 by his Note for Value rec.d promised s.d Levi to pay him or Order the penal fourteen Shillings 2d Lawf. Money on Demand with Interest. Also for that s.d Moses at s.d Northampton on July 23d 1790 by his other Note for Value rec.d promised s.d Levi to pay him or Order Three pounds Lawf. Money on Demand with Interest. Yet s.d Moses tho requested has not paid the Contents of either s.d Notes but neglected it to the Damage of said Levi Six pounds. The Plff appears and the Defdt tho three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that s.d Levi do recover against s.d Moses Four pounds Seventeen Shillings & five pence Lawf. Money Damages & Costs of Suit taxed at £1 5 1 & therefor

Execution Sept. 14th 1791

Brown & Thompson
No 139

John Brown of Belchertown in the County of Hampshire Husbandman Plff vs Benjamin Thompson of Ware in the same County Husbandman Defdt in a Plea of Trespass for that said Benjamin at s.d Belchertown on June 6th last past with Force & Arms on him s.d John made an Assault, beat wound & evilly treat & bite off one of his Eye Brows, to the Damage of s.d John Fourhundred pounds. The said Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Pierce & Hale Ex
No 140

Jonathan Pierce Laborer & Jonathan Hale Esq. both of Long Meadow in the County of Hampshire Parties in a Plea of Replevin by them entered into & acknowledged before Abraham Burbanks Esq. Just. Pac. & the said Parties appear & the Replevin bond by them given now sued into Court then & there & that said Pierce do recover against the said Hale forty seven pounds eighteen Shillings & two pence Lawf. Damages & Costs of Replevin taxed at Six pounds five Shillings. And thereupon it is considered by the Court that said Pierce do recover against s.d Hale Forty seven pounds eighteen Shillings & two pence halfpenny Lawf. Money Damages & Costs of Replevin & suit taxed at £7 7 7 & therefor &c

King vs Porter & No. 141.

Joseph King of Rutland in the County of Worcester Yeoman Plff. Complaining of Hadley in the County of Hampshire Esqr. a Sheriff of said County & Thereof a Plea of the Case as is at large set forth in the Declaration on File &c. The said Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Sigourney vs Porter & No. 142

Charles Sigourney of Boston in the County of Suffolk Merchant Plff. vs Elisha Porter Esqr. of Hadley in the County of Hampshire & Sheriff of the same Deft. in a Plea of the Case as is at large set forth in the Writ on File &c. The said Parties appear and agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Brown vs Lyman No. 143

John Brown of Easthampton in the County of Hampshire Yeoman & Justin Lyman of Northampton in the same County Yeoman Parties in a Rule of Reference entered into & acknowledged before Saml. Hinckley Esqr. Justice &c. The said Parties appear & the Referees by them chosen now send into Court their Award as follows That the said Justin has duly supported his Demand made against the said John & therefore that said John do recover against the said Justin the Costs of this Reference being four pounds nine shillings & two pence & Costs of Court to be taxed by the Court And thereupon it is considered by the Court that the said John do recover against the said Justin the Costs of Reference & Court taxed at £5 16 6 Execution &c. Sept. 28. 1791

Hamblton vs Harvey No. 144

Thereof &c

Robert Hamblton of Conway in the County of Hampshire Genl. & Simeon Harvey of Deerfield in the same County Blacksmith Parties in a Rule of Reference by them entered into & acknowledged before John Williams Esqr. Justice &c. The said Parties appear & the Referees by them chosen now send into Court their Award viz. That said Simeon pay to the said Robert Eighty pounds eleven shillings and nine pence Costs of Prosecution taxed at four pounds fourteen shillings whereupon it is considered by the Court that said Robert do recover against the said Simeon Eighty pounds eleven shillings & nine pence of lawful Money Damages & Costs of Reference & Court taxed at £4 17 0 & Thereof &c Execution Oct. 29th 1791

Brooks vs Porter & No. 145

John Brooks of Western in the County of Worcester Yeoman Plff. vs Elisha Porter Esqr. of Hadley in the County of Hampshire & Sheriff of the same Deft. in a Plea of the Case as is at large set forth in the Writ on File &c. The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Phillips vs Hamblton No. 146

Erica Phillips of Chesterfield in the County of Hampshire Husbandman Plff. vs Samuel Hamblton of the same Chesterfield Husbandman Deft. in a Plea of Trespass wherein said Erica complains that said Samuel at Chesterfield aforesaid on April 15th last with Force & Arms on him said Erica an Assault made & him did beat wound & abuse so that his Life was despaired of & with a Stone did ride over & trample upon & strike cut & wound in his Head & right Leg contrary to Law &c. & to the Damage of said Erica Nine Hundred pounds &c. The said Parties appear & agree to refer this Case with all Demands subsisting between them to the Determination of Benjamin Burgess Benj. Bowman Esqrs. & Nath. Coleman the Award of them or any two of them to be final & be returned into this Court & Judgment to be made up & Execution issued according to &c. And it is ordered by the Court that the Agreement aforesaid of the Parties be the Rule of this Court in this Case &c. And that they have Day here in Court until the third Tuesday of January next

Commonwealth vs Hanwood No. 147

Commonwealth of Massachusetts vs Francis Hanwood of Westhampton in the County of Hampshire Physician Deft in a Precept wherein the s^d Francis is summoned to appear here at this Time to shew cause why Execution should not issue against him for the Sum of Seventy pounds forfeited to the Commonwealth as is alledged set forth in the Writ of Sure pania on file & Caleb Strong Esqr appears on behalf on the Commonwealth and the said Francis tho three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the said Francis for levying the said Sum of twenty pounds lawful Money to the Use of the Commonwealth and also for the Costs of Court taxed at £1.2.3 — The costs paid x^d Clerk —

June vs J. Brown No. 148

Commonwealth of Massachusetts vs Silas Brown of East Hampton in the County of Hampshire Gent^n Deft in a Precept wherein s^d Silas is summoned to appear here at this Time to shew cause why Execution should not issue against him for the Sum of Ten pounds forfeited to the Commonwealth as is alledged set forth in the Writ of Sure pania on file & Caleb Strong Esqr appears on behalf of the Commonwealth & the said Silas tho three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the said Silas for levying the s^d Sum of Ten pounds lawful Money to the Use of the Commonwealth & also for the Costs of Court taxed at £1.1.1 — Caleb Strong Esqr acknowledges he has rec^d the Costs —

June vs E. Brown No. 149

Commonwealth of Massachusetts vs Eli Brown of East Hampton in the County of Hampshire Husbandman Deft in a Precept wherein s^d Eli is summoned to appear here at this Time to shew cause why Execution should not issue against him for levying the Sum of Ten pounds forfeited to the Commonwealth as is alledged set forth in the Writ of Sure pania on file & Caleb Strong Esqr appears on behalf of the Commonwealth & the said Eli tho three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the s^d Eli for levying the s^d Sum of Ten pounds to the Use of the Commonwealth & also for the Costs of Court taxed at £1.1.1 —

Execution Octr 20. 1791 —

Hallowell & al Ex^rs vs Williams & al Ex^rs No. 150

Robert Hallowell of Boston in the County of Suffolk & John Whipple of Portsmouth in the County of Rockingham & State of New Hampshire Esq^rs Executors of the last Will & Testament of Silvester Gardner late of Boston aforesaid deceased Pltfs vs William Williams of Dalton in the County of Berkshire Esqr and Israel Williams of Hatfield in the County of Hampshire Gent^n Executors of the last Will of Israel Williams late of the same Hatfield deceased Defts in a Plea of Debt for that the said Israel deceased at Hatfield aforesaid in his Life Time on September 18th AD 1767 by his Obligation of that Date duly executed bound himself to the said Silvester then living in the Sum of two hundred pounds to be paid to the said Silvester or his Executors on Demand yet the said Israel the requested in his Life Time did never pay the same nor have the said William & Israel Executors as aforesaid ever paid the same to the Damage of the said Robert & Plaintiffs three hundred pounds The Pltfs appear & the said Defts tho three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the s^d Robert & John in their s^d Capacity do recover against the said William & Israel in their said Capacity Two hundred & twelve pounds & six pence lawful Money Debt & Costs of Suit taxed at £ & Damage of £ —

Shelburne vs Greenfield No. 151

Henry Shaw Aaron Skinner Samuel Bird & Benjamin Nash Select Men of Shelburne in the County of Hampshire & on behalf of s^d Town, that Romulus a Negroman & Rosanna his Wife being Inhabitants of the Town of Greenfield & legally settled in the same Town in the Year 1784 were brought from s^d Town of Greenfield to the Town of Shelburne by some of the Inhabitants of Greenfield that said Romulus & his Wife have resided in the said Town of Shelburne the greater part of the Time since the Year 1784 and now are at that Place with their four Children Hercules Zebaruah Bulsestrazy & Teana, and are poor & unable to support themselves, that the Town of Shelbu

have been obliged to expend in the Course of one Year last past in Supporting said Romulus & his Family seven pounds five Shillings & eleven Pence — They therefore pray the Determination of the Court of the Habitancy of said Romulus his Wife & Children, that they may be judged inhabitants of the said Town of Greenfield & S.d Shelburne be therefore sent the Expence incurred for y.e Support of s.d Pauper & an Order may be made for the Removal of s.d Romulus his Wife & Children from s.d Town of Shelburne to Greenfield &c — The Plfs appear by Cl Strong by their Atty and the s.d Town of Greenfield by Wm Coleman Gent.n their Atty & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Samuel Scranton of Ludlow in the County of Hampshire Yeoman Plff vs Elisha Porter Esq.r of Hadley in the same County & Sheriff of s.d County Deft in a Plea &c as is at large set forth in the Writ on file &c The Plff being thrice called is Non suit the Deft defaulted & the Action is dismissed

Scranton vs Porter Esq.r No. 152

David Crow of Montgomery Innholder & John Lee Junr of Westfield Innkeeper both in the County of Hampshire Parties in a Rule of Reference by them entered into & acknowledged before Saml Mather Esq.r Just.e Pac.s — The said Parties appear & the Reference by them chosen now being into Court them award Viz.t That said David do recover against s.d John Four pounds lawf.l Money & Costs of Reference amounting to Two pounds Six Shillings & four pence Whereupon it is considered by the Court that s.d David do recover against s.d John Four pounds lawf.l Money Damages & Costs of Court & Reference taxed at £ 3.7.0 & Execution &c

Crow vs Lee No. 153

Execution Sept.r 13. 1791

John Hancock of Boston in the County of Suffolk Esq.r Plff vs Jonathan Warner & Noadiah Warner both of Hadley in the County of Hampshire Traders Defts in a Plea of the Case for that said Jonathan & Noadiah at Hadley aforesd on December 20th 1784 by their Note for Value rec.d promised the Plff to pay him or Order the Sum of two hundred & Sixty seven pounds lawful Money on Demand with Interest yet said Defts the requested have not paid the same but neglect it to the Damage of s.d John Three hundred and fifty pounds — The Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Hancock Esq.r vs Warner & al No. 154

Jacob Pepper of Ware in the County of Hampshire Yeoman Plff vs Thomas Morton of the same Ware Yeoman Deft in a Plea wherein the Plff demands against s.d Thomas a Tract of Land lying in s.d Ware bounded, beginning at Stewards Rice's North west Corner running North ninety rods by land of John Andrews to a White Oak Tree at James Pierces line thence running East fifty eight rods to a State Stone South Seventy eight rods to Stewards Rice's Land thence West eleven degrees East to the first mentioned bounds containing thirty two Acres with the appurtenances whereof s.d Thomas unjustly & without Judgement has dispossessed the Plff &c &c to the Damage of s.d Jacob Seventy pounds The said Parties appear & agree to a Continuance of this Cause to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Pepper vs Morton No. 155

Smith Appt.
v.
Pratt Appd.
No. 156

Warham Smith of Hadley in the County of Hampshire Yeoman Appellt. v. Aaron Pratt of Deerfield in the same County Yeoman Appellee from the Judgment of Daniel Whitmarsh Esq. Justice &c. the said Aaron was Pltff. & Warham Defdt. in a Plea of the Case for that the said Warham at Hadley on May 10. 1772 in Consideration that the said Aaron had before that time sold & delivered to said Warham at his request One thousand Clapboards undertook & promised to pay him therefor so much Money as the same were worth with Interest and said Aaron says the said Clapboards were worth Three pounds — Yet the said Warham the requested Aaron paid the same but neglects & refuses to the Damage of said Aaron Four pounds —
The said Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next —

Goddard
v.
Goddard
No. 157

Asa Goddard of Orange in the County of Hampshire Husbandman & Moses Goddard Parties in a Rule of Reference by them entered into and acknowledged before Joseph Metcalf Esq. Just. Pacis. the said Parties appear & the Referees by them chosen being unto Court their Award &c. That said Moses pay to said Asa Two hundred ninety six pounds one penny lawful Money & Costs of Reference taxed at Eight pounds Six shillings & five pence — Whereupon it is considered by the Court that said Asa do recover against said Moses Two hundred ninety six pounds one penny lawful Money Damages & Costs of Reference & Court taxed at £9. 12 9X
Execution Sept. 15. 1791 —
Witness &c

Goddard
v.
Goddard
No. 158

Nathan Goddard of Orange in the County of Hampshire Gent. & Moses Goddard Parties in a Rule of Reference by them entered into & acknowledged before Joseph Metcalf Esq. Just. Pacis. The said Parties appear & the Referees by them chosen now being unto Court their Award &c. That said Moses pay to said Nathan Sixty eight pounds fourteen shillings & six pence lawful Money Damage & Costs of Reference taxed at Seven pounds five shillings & Nine pence &c. Whereupon it is considered by the Court that said Nathan do recover against the said Moses Sixty eight pounds fourteen shillings and Six pence lawful Money Damages & Costs of Reference & Court taxed at £8. 14s. & Witness &c
Execution Sept. 15. 1791 —

Clark
v.
Warner
No. 159

Silas Clark Gent. in the County of Hampshire Yeoman & Thomas Warner of Deerfield in the same County Gent. Parties in a Rule of Reference by them entered into & acknowledged before Philip Phillips Esq. Just. Pacis. The said Parties appear & the Referees by them chosen now being unto Court their Award &c. That said Thomas pay said Silas Eleven pounds Debt & Costs before the Justice Thirteen shillings & four pence & Costs of Reference Five pounds Thirteen shillings & four pence — Whereupon it is considered by the Court that the said Silas do recover against the said Thomas Eleven pounds Debt & Costs of Reference & Court taxed at £4. 0. 0 & Witness &c
Execution Oct. 18. 1791

Sprague
v.
Fuller
No. 160

David Sprague of Sunderland in the County of Hampshire Yeoman Pltff. in Ephraim Fuller of Montague in the same County Yeoman Defdt. in a Plea that said Ephraim render to said David Thirty six pounds & two pence lawful Money which to said David he owes & from him detains & whereon said David says that at Springfield in said County on the third Tuesday of May 1786 before the Court recovered Judgment against said Ephraim Thirty five pounds & Twopence for Damages & two pounds twenty shillings & four pence Costs whereof said Ephraim is convicted — Which Judgment remains in full force not satisfied or reversed whereby Action accrues to said David to demand said Sums with Interest yet said Ephraim the requested has not paid the same but neglects & refuses to the Damage of said David forty pounds — The Defdt. appears & the Pltff. the time being publicly called to come into Court makes Default of his appearance wherefore it is considered by the Court that said David do recover against the said Ephraim Forty seven pounds nine shillings & three pence lawful Money Debt & Costs of Suit taxed at £ & Witness &c

Giles Frary of Conway in the County of Hampshire Trader Pltff Seth Hawks of Buckland in the same County Yeoman Deft in a Plea of the case for that said Seth at Buckland aforesaid on June 25th 1790 by his Note for Value rec'd promised said Giles to pay him eight pound nine shillings & eight pence in Perkins Cat one shilling & eight pence specie by July 25th next or the Value in Neat Cattle by Oct. 1st next & said Seth the requested has never paid the contents of said Note but neglects it to the Damage of said Giles Ten pounds. The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Giles do recover against the said Seth Eight pounds nine teen shillings lawful Money Damages & Costs of Suit taxed at £ 1 6 8, 22 Dam. &c

Exon. Oct. 19. 1791.

Frary v Hawks No. 161.

Benjamin Stow of Granville in the County of Hampshire Yeom. Pltff v Elias Stow of Middletown in the County of Middlesex & State of Connecticut Administrator on Estate of Elisha Stow late of Granville dec'd Deft in a Plea of Trespass on the Case as is at large set forth in the Declaration on File &c. The said Parties appear & agree to a Continuance of the Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

B Stow v E Stow Adm. No. 162.

Thompson Maxwell of Chesterfield in the County of Hampshire Gent. Pltff v Thomas Warner of Richfield in the same County Trader Deft in a Plea of the case for that said Thomas at Richfield on April 7th 1790 by his Note for Value rec'd promised said Thompson to pay him Twenty six pounds in Neat Cattle at Cash price with Interest & yet said Thomas hath neglected to pay the same to the Damage of said Thompson thirty pounds. The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Maxwell v Warner No. 163

Joseph Mayo Esq. of Warwick in the County of Hampshire Pltff v Nathan Parsons Junr of Belchertown in the same County Yeoman alias Gent. Deft in a Plea of Trespass for that said Parsons at said Warwick on May 6 1791 with Force & Arms did take & carry away one Silver Tankard of the Value of fifteen pounds & one Silver Watch with a Silver Chain of the Value of six pounds then & there being in the Dwelling House of said Mayo & his Property against the Peace & to the Damage of said Mayo Thirty pounds. The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Mayo v Parsons No. 164

Daniel Newcomb of Keene in the County of Cheshire & State of New Hampshire Esq. Pltff v Daniel Taylor of Chesterfield in the County of Hampshire Yeoman Deft in a Plea of Debt for that said Newcomb at a Place called Charlestown Fort at Northampton by the Consideration of the Justices of the Court of Common Pleas holden at said Charlestown recovered Judgment against said Taylor for Eight pounds Five shillings & one penny & No Damage & £2. 5. 6 Costs of Suit which same Judgment is in force not satisfied or reversed where for Execution hath issued for said Newcomb to demand & have of said Taylor said Sum & the Interest of said Taylor the requested has never paid the same but neglects it to the Damage of said Newcomb twenty pounds. The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Newcomb do recover against the said Taylor Thirteen pounds twelve shillings & ten pence lawful Money Debt & costs of Suit taxed at £ 1 4 11 & three of &c

Newcomb v Taylor No. 165.

Jonathan Ball of Marlboro' in the County of Cheshire & State of New Hampshire Innholder Pltff v Jonathan Willington of Warwick in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Willington at Northampton aforesd on April 11. 1790 by his Note for Value rec'd promised the Pltff to pay him or Order Twelve pounds lawful Money & the Interest on Demand yet said Willington

Ball v Willington No. 166

the requested has never paid the same but neglects & to the Damage of said Pltff Twenty pounds — The Parties appear & agree to be Continuance of this case to the next Term — and it is considered by the Court that they have Day here in Court until the third Tuesday of January next —

Warner vs Wells No. 167

Ezra Warner of Dalton in the County of Hampshire Yeoman & Samuel Wells of Conway in the County of Hampshire Yeoman Parties in a Rule of Reference by them entered into & acknowledged before Mr. Burbank Esq. Justice Pace. The said Parties appear & the Referees by them chosen now bring into Court their Award viz. the said Samuel pay said Ezra Thirteen pounds four Shillings lawful Money in full of all Demands to this Time & Costs of Court to be taxed by the Court Sept. 6. 1791 Whereupon it is considered by the Court that said Ezra do recover against said Samuel Thirteen pounds four Shillings lawful Money Damages & Costs of Court taxed at Eleven & three pence

Execution Feb. 24. 1791

Warriner vs Howe No. 168

Noah Warriner of Oakham in the County of Hampshire Gent. Pltff. Benj. Howe of Belchertown in the same County Yeoman Deft. in a Plea of the Case for that said Benjamin at said Belchertown on May 18th last by his Note for Value rec'd promised one Joseph Shaver to pay him or Order ten pounds ten shillings lawful Money in three months & afterwards on the 21st day of Aug. last at Belchertown aforesaid to Joseph by his Indorsement on said Note ordered the contents thereof to be paid to the Pltff for Value rec'd whereof said Benjamin had Notice & became chargeable & in Consideration thereof promised to pay him accordingly — Yet said Benjamin the requested has never paid the same but neglects & to the Damage of said Noah fifteen pounds — The Pltff appears & the Deft. the three Times publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the said Noah do recover against the said Benjamin Ten pounds four Shillings & two pence of lawful Money Damages & Costs of Suit taxed at Eleven & three pence

Execution Nov. 2. 1791

Ransom vs Warner No. 169

Elisha Ransom of Shelburne in the County of Hampshire Gent. Deputy Sheriff vs Thomas Warner of Elizabethtown in the same County Gent. Deft. in a Plea of the Case as is at large set forth in the Declaration on File &c. The Pltff appears & the Deft. the three Times called to come into Court makes Default of Appearance here — And it is considered by the Court that this Case be continued for Judgment to the next Term of this Court

Ransom vs Bardwell No. 170

Israel Ransom of Shelburne in the County of Hampshire Gent. Pltff. vs Moses Bardwell of Montague in the same County Yeoman Deft. in a Plea of the Case for that said Moses at Shelburne on September 7th last was indebted to the Pltff in the Sum of Nine pounds one shilling & five pence lawful Money according to the Schedule annexed to the Writ & in Consideration thereof promised the Pltff to pay him the same on Demand with Interest yet he has never paid the same but neglects & to the Damage of said Israel Ten pounds — The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Geats vs Severance No. 171

Stephen Geats of Halifax in the County of Windham State of Vermont Gent. Pltff vs Samuel Severance of Shelburne in the County of Hampshire Yeoman Deft. in a Plea of the Case for that said Samuel at Shelburne on June 21. 1789 by his Note for Value rec'd promised the Pltff to pay him or Order Sixty bushels in Neat Cattle at the going price by December 1st then next with Interest yet he has never paid the same but neglects & to the Damage of said Stephen Twenty pounds The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Clark vs Eddy No. 172

Simeon Ely Shaw & Ebenezer Clark Trustees of Wilbraham in the County of Hampshire Trader that his Property was attached & he summoned to appear before Josiah Browning Esq. Justice Peace on Sept. 3. inst. to answer to Charles Eddy of said Wilbraham Husbandman in a Plea &c. at which time & place he appeared & disputed the Demand of said Charles who then & there not had the Debt that he could & then to the Court at the Term yet said Charles hath not proceeded said Action nor entered the same here — He therefore prays that his Costs be adjudged him &c. Whereupon it is considered by the Court that said Trustees do recover against the said Charles his Costs taxed at Two pounds Six shillings & eleven pence & three farthings &c.

Execution Sept. 2. 1792

George Hoole of Bernardston in the County of Hampshire Yeoman & Hosea Whitten & Elisha Walker both of Greenfield in the same County Husbandmen Parties in Scire of Replevin by them entered into & acknowledged before David Smead Just. Pac. The Parties appear & the Pleas by their Counsel now send into Court their Amicable Writ That said Elisha pays to George 20/ Damages & 17/11 Costs of Replevin & that said Hosea pays to George £4 Damages & 17/11 Costs of Replevin & which being considered by the Court, is authorized

Hosea Whitten
Elisha Walker
No. 173

Hunsby shews Aaron Bush of Walpole in the State of New Hampshire Husbandman that his Estate was alleged to be attached & himself was summoned to answer to Caleb Chapin of Bernardston in the County of Hampshire Gent. before this Court, that said Caleb has not entered his Action against said Aaron therefore prays his Costs may be allowed him whereupon it is considered by the Court that said Aaron do recover against said Caleb his Costs taxed at Five pounds sixteen shillings & three pence & thereof &c

Execution Octr. 1. 1791

Bush
vs
Chapin
No. 174

Hunsby shews Elisha Wait of Whately in the County of Hampshire Yeoman that at a Court held before Phillips Esq. Just. Pac. on July 11. 1791 he recovered Judgment against David Scott of Williamsburgh in the same County Gent. for two pounds seven shillings & eight pence Damages & costs of Suit from which Judgment he appealed to this Court but has failed to prosecute the same. He therefore prays Affirmation &c whereupon it is considered by the Court that said Elisha do recover against the said David Two pounds seven shillings & eight pence lawful Money Damages & Costs of Suit taxed at 10/5 & thereof &c

Execution November 9 1791.

Wait
vs
Scott
No. 175

Samuel Mather of Westfield in the County of Hampshire Esq. Plff. vs Abel Stanton of Norwich in the same County Husbandman Deft. in a Plea whereon Samuel demands against Abel a pierce of land with the appurtenances lying in Norwich aforesaid bounded as follows beginning at a Stake & Stones at the South East Corner of Mather's Tract or lot of land in Norwich running Westerly by the North line of the Land of said Stanton Thirty five rods & ten links thence North five degrees West 19 rods & four links to a Stake & Stones on the North line of Mather's Tract of Land aforesaid thence easterly on said line 36 rods & 10 links to a Stake & Stones thence to the first mentioned Bounds containing about four Acres & eighty eight rods as his Right & Inheritance & into which Abel hath not Entry but by Daniel Shirkland to whom Isaac Williams demised the same & who unjustly and without Judgment entered into the same & thereof disseized the said Samuel &c &c to his Damage Twenty pounds. The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Mather Esq.
vs
Stanton
No. 176

Hunsby shews Caleb Chapin of Barnardston in the County of Hampshire that Dr. Ebenezer Hunt late of Northampton deceased in his Life Time made & delivered to said Caleb his Bond for the Sum of £120 Lawful Money Condition that he should convey to Caleb a Tract of Land in Leyden No. 11 containing 50 Acres said Caleb should pay to Ebenezer a Sum of Money in the same Condition mentioned. That Ebenezer made his last Will & therein devised all his Land in Leyden aforesaid to his Grandson Seth Hunt & appointed his Son Ebenezer Hunt Executor of the same Will & afterwards on February 29th 1788 Ebenezer the Testator died, that said Caleb is now ready to perform the Condition of said Bond & pay the Money therein bound in said Condition. That the Guardians of Seth Hunt who is a Minor of the Age of twelve Years are desirous that a Deed may be given of said Land according to Condition & the Money placed on Interest for the Benefit of said Minor. Therefore Caleb prays that said Ebenezer the Executor may be authorized & empowered to make & execute a Conveyance of said Land to such Person as the Testator would if he were living &c

Whereupon it is considered by the Court that the aforesaid Executor be & he hereby is empowered to execute a Conveyance of the Land above described agreable to the Prayer of the Petition

Chapin Petr.
& Ebenezer Hunt
No. 177

Danielson Pl
vs
Wilson & al
No. 179

Timothy Danielson of Brimfield in the County of Hampshire Esq. Pltff vs Michael Wilson Millwright & John M Nett Husbandman both of Rowe in the same County Defts in a Plea of the Case for that the Defts Michael and John on September 24th 1789 by their Note for Value received promised said Timothy to pay him Thirty pounds ninety shillings & ten pence in one year from Nov 1st then next with Interest yet said Defts the requested have never paid the same but neglect so to do to the Damage of said Timothy Forty pounds — The Pltff appears & the Defts the three times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that said Timothy do recover against the said Michael & John Thirty four pounds twelve shillings & eight pence lawful Money Damages & Costs of Suit taxed at £1 16s 1d & thereof &c

Execution issued Sept. 17th 1791 —

Weib
vs
Wales
No. 179

Reuben Weib of Westfield in the County of Hampshire Trader Pltff. James Wales of Southampton in the same County Trader Deft in a Plea of Trespass on the Case for that said James at Southampton on October 28th 1791 by his Note or Memorandum in Writing under his hand acknowledged he had received of said Reuben Twenty Dollars in Money for fifteen Barrels of Pork to be put up for him at Nine Dollars per Barrel said Pork to be delivered at Westfield in Ten days. Yet the said James has the requested performed his said Promise but in breach thereof to the Damage of said Reuben Twenty pounds &c. The Parties appear & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Spalding
vs
Baker
No. 180

Noah Spalding of Worthington in the County of Hampshire Gent. & John Baker of Northampton in the same County Gent. Parties in a Rule of Reference by them entered into & acknowledged before Caleb Strong Esq. Justice Pacis — The said Parties appear & the Referees by them chosen now bring into Court their Award viz. That said Baker recover against said John Thirty two pounds twelve shillings & the Costs of this Reference taxed at two pounds two shillings & one penny Whereupon it is considered by the Court that said Baker do recover against said John Thirty two pounds & twelve shillings lawful Money Damages & Costs of this Reference taxed at £3 4s 2d & thereof &c

Execution issued Sept. 14. 1791 —

Parsons
vs
Parsons & al
No. 181

David Parsons Clerk Eunice Parsons Widow Seth Goddard Esq. & Eunice his Wife Ezekiel Belding Gent. & Mary his Wife, Gideon Parsons Gent. Salome Parsons & Hannah Parsons Single women Parties in a Rule of Reference by them entered into & acknowledged before several Justices of the Peace as may be seen on the Files of this Court — The said Parties appear & the Referees by them chosen now send into Court their Award as follows viz. The Referees to whom the several Matters specified in the Rule were submitted by the Rev. David Parsons Mr Eunice Parsons Seth Goddard Esq. & Eunice his Wife Ezekiel Belding and Mary his Wife & Gideon Parsons Miss Salome Parsons & Miss Hannah Parsons have attended to the Business & fully heard the Parties in person & by Barrister Counsel upon the several Articles expressed in the Rule, also upon the mutual Demands each Exhibited against the other for Services & Disbursements which ultimately accrued to the Advantage of said parts of the Late Mr David Parsons Real Estate which he gave by his last Will to his Son Leonard Chester Parsons (since deceased) also upon the Demand made against said David herein named by the other Parties to the Rule for the Sum mentioned by him as his Proportion of the Money expended for the Relief of the Family for procuring Supplies during the sickness of the Father & death also upon the Demand of the Legatees against the said David for the Interest equitably due for that part of the Legacy ordered by the last Will of the said David due & to be paid by the said Leonard which yet remains to be paid as well as for the Interest of that part thereof which is paid with the Time of Payment, and having maturely considered the same. do determine & award — That the Bonds mutually made by the said David herein named & the said Leonard Chester claiming his Minority to exchange & cancel each the other the Real Estate given them respectively by their deceased Father ought to be and is hereby ratified & confirmed — And that the said David shall hold & enjoy the Estate given to the said Leonard Chester in the last Will of the Father in the same Manner as aforesaid had been bequeathed to him the said David — Also [illegible] Leonard Chester more than [illegible] the said Leonard [illegible] Legacy [illegible] the [illegible]

Estate is received exceeded in Value that which he gave for it & a full Compensation therefor the said David shall have & hold in fee in the manner and with the these reasons & authority in his Fathers last Will all that Tract of Land purchased by him of Dr. Clark mentioned & described in the said Will (except that part thereof given to Gideon Parsons Brother of said David) together with all Additions made to the said Tract by the Father from the Town way or square said Land and also Six Acres of the East End of that Tract of Land in Hadley Commons of which his hond Father died seized containing one hundred & four Acres in the whole The said Six Acres to carry an equal width from Amherst West Line as far as the Land & shall belong to his Heirs and Assigns ——— We also award that the said Eunice Parsons Salome Parsons & Hannah Parsons may have as they shall have Occasion an Room in the said David's Kitchen so long as they may be entitled to hold a Room in the Mansion House of his late Father by his last Will ———

We also further award that the Remainder of the said One hundred & four Acres in Hadley Commons after a Deduction of such part thereof as shall be necessary to discharge that part of the principal Sum of the Legacies given to the Daughters of the said David Parsons deceased by his last Will which yet remains to be paid charged upon that part of his Estate given by his Father Will to his Son David shall be equally divided among the Heirs of the said Leonard Chester deceased — And that this Award shall make a final End of all Controversies & Disputes subsisting between the Parties respecting the Real or personal Estate of the said Leonard Chester or any other Matters by them submitted as aforesaid — We further Award that said David shall recover of the Persons Named as Parties to the Rule Viz Eunice Parsons Solomon Stoddard Ezekiel Belding Gideon Parsons Salome Parsons & Hannah Parsons four pounds ten shillings & five pence for Costs of the Referees and Six Twelfths of such Costs of Court as the Court shall tax & that he pay the Costs of Court & the fees due to the Referees the Justice & Witnesses for their respective Services which is humbly submitted

June 30. 1791

Wm Williams
Saml Partridge } Referees
David Billings

Which said Award being read is accepted & Judgment of this Court rendered according thereto ———

Nathan Wood of Westfield in the County of Berkshire Yeoman Plff vs Gideon Colton late of Grove in the County of Hampshire Yeoman & Moses Stearns of Charlemont in the same County Husbandman Trustee of Gideon Colton in a Plea of the Case for that said Gideon at Grove on October 2d 1785 by his Note for Value received promised said Nathan Bshay him or Order Twenty pounds lawful Money in Neat Cattle to be delivered in Westfield in one Year with Interest & Defdt Gideon hath never paid the same but neglected & refused so to do to the Damage of said Nathan Fifty pounds &c

Wood vs Colton & Trustee
No 182

The Plaintiffs Writ is considered by the Court that this Case be continued to the next Term the third Tuesday of January next ———

Hampshire ss Sheweth James Campbell Yeoman & James Campbell Junr Yeoman both of Southwick in the County of Hampshire that they were summoned to appear before this Court to answer to Noble Fowler of Southwick aforesd Yeoman & said Noble hath neglected to enter his Action They therefore pray they may be allowed their Costs Whereupon it is considered by the Court that said Complainants do recover against the said Noble their Costs taxed at One pound eight shillings & three pence & therefor &c ———

J Campbell & al vs N. Fowler
No 183

Hampshire ss Sheweth Mary Campbell of Southwick in the County of Hampshire Spinster that on July 13th last before Edward Walker Justice Peace she recovered Judgment against Bildad Fowler of the same Southwick Yeoman for Six shillings & two pence Damage & Costs of Suit taxed at One pound fourteen shillings & seven pence from which Judgment said Bildad appealed to this Court but hath neglected to enter his said Action She therefore prays the Judgment of Justice may be affirmed & she allowed

M Campbell vs B. Fowler
No 184

additional Costs & Damages Whereupon it is considered by the Court that said Mary do recover against said Philbert six shillings & two pence of lawful Money Damages & costs of Court taxed at £ 3.6.2 & thereof &c

Execution Sept. 19. 1791

Morley vs Brooks No. 185.

Humbly shews Isaac Morley of West Springfield in the County of Hampshire Yeoman that on June 1st last before Edward Walker Esq. Just. Pac. he recovered Judgment against William Brooks of London in the County of Berkshire Yeoman for three pounds nine shillings Damage & sixteen shillings & six pence Costs from which Judgment said William appealed to this Court but hath neglected to enter his Action He therefore prays the Judgment of said Justice may be affirmed & he allowed his additional Costs & Damages Whereupon it is considered by the Court that said Isaac do recover against said William three pounds ten shillings lawful Money Damages & Costs of Suit taxed at £ 2.6.7 & thereof &c

Exec. Sept. Nov. 22. 1791

Dickinson vs Dickinson No. 186.

Humbly shew Joseph Dickinson late of Granville in the County of Hampshire Yeoman that his Goods were attached & he summoned to appear before Isaac Coit Esq. Just. Pac. on August 1st last to answer to Richard Dickinson Jun. of said Granville Yeoman & said Joseph appeared & disputed the Demands of said Richard & the said Richard notified said Joseph that he should carry said Action to this Court, but hath neglected to enter his said Action in therefore prays he may be allowed his Costs - Whereupon it is considered by the Court that said Joseph do recover against said Richard his Costs taxed at £ 3. 12. 18 thereof &c

Exec. Sept. 29. 1791

Bowker vs French No. 187.

Shamer Bowker of Ashfield in the County of Hampshire Yeoman & Jeremiah French of Conway in the same County Gent. Parties in a Rule of Reference by them entered into & acknowledged before Phillips Phillips Esq. Just. Pac. the said Parties appear & the Referees by them chosen now bring into Court their Award Viz. That the said Jeremiah pay to said Shamer sixteen shillings & eight pence Damages & Costs of Reference amounting to two pounds six shillings & eleven pence Whereupon it is considered by the Court that said Shamer do recover against said Jeremiah sixteen shillings & eight pence of lawful Money Damages & Costs of Court & Reference taxed at £ 3. 11. 3 & thereof &c

Exec. Dec. 24. 1791

Spooner Admr. Petition No. 189

Humbly shews Sarah Spooner Administratrix on the Estate of Nathaniel Spooner late of Charlemont in the County of Hampshire deceased that the whole of the personal Estate of said Deceased amounts to £ 5. 2. 7 that the Debts due from said Estate exceed the personal Estate the Sum of £ 270. 9. 6 She therefore prays she may have Liberty to sell so much of the real Estate of said Deceased as shall produce the aforesaid Sum & incidental Charges & as in Duty &c which said Petition together with a Certificate from the Register of Probate confirming the foregoing Statement being read it is considered by the Court that the said Petitioner be & she hereby is empowered to make Sale of so much of the real Estate of said Deceased as shall produce the Sum of One hundred & Seventy five pounds to enable her to pay the Debts due from said Estate She being observing the Directions of the Law relating to such Sales

Gilligan vs Bradley No. 190

Mathew Gilligan of Ludlow in the County of Hampshire Taylor & Philemon Bradley of Wilbraham in the same County Yeoman Parties in a Rule of Reference by them entered into & acknowledged before Elisha Ely Esq. Just. Pac. the said Parties appear and the Referees by them chosen now bring into Court their Award Viz. that said Mathew recover of said Philemon the sum of five pounds five shillings & seven pence being the Costs of this Reference and Costs of Court to be taxed in the Court — Whereupon it is considered by the Court that said Mathew do recover against said Philemon the Costs of Reference aforesaid & Costs of Court being in the whole four pounds five shillings & seven pence & thereof &c

Execution Sept. 24. 1791

Mr. Samuel Field now in Court took & subscribed the Oath of Allegiance prescribed by the Constitution of the Commonwealth & also the Oath of Fidelity to the United States to entitle & qualify him to act as an Atty. in this Court

Mr John Phelps Junr is now admitted an Attorney in this Court, and he took & subscribed the Oaths required by Law to qualify him to act in that Office

The foregoing Judgment Orders &c being made & entered up in manner aforesaid & then the Court adjourned without Day

W Robt Breckbler

Commonwealth of Massachusetts

Hampshire ss

At the Court of Common Pleas holden at Springfield in & for the County of Hampshire on the third Tuesday of January being the seventeenth day of said Month & from day to day to the twenty seventh day of the same Month Anno Domini 1792

Justices of the said Court present
Eleazer Porter Esq.
Samuel Mather Esq.
Mr. Burbank Esq. Speck.
Wm. Symmes Esq. Justices

Jury of Tryal
John Bush Jun. Foreman. Jor.
Moses Chapin
Medad Hitchcock . . . Br.
Asher Nichols
Martin Ely . . . 15 Jor.
Barnham Bagg
Saml. Shaw . . . Sal
Joseph Shearer
Thomas Lewis . . . Wil
Medad Fowler . . . Wesh
Chester Wolworth . . . L Mea
Gideon Collon
Gideon Hubbey } Excused
Richard Warnock }

Trials Harris vs Powers 3d day
Moses vs Nourse default pres. Pt.
Fairmount vs Shenk 4 d.
Webster vs Whitney
Whitemarsh vs Mather 5 d
Bacon vs Bottwood
Cushman vs Walters 6 d
Bag & Nash & Sal. was on in room of Medad Fowler absent
Belbarne vs Greenfield
Walker vs Phillips 7 d
E Chapin vs P Chapin Moses Chapin was off & Seth McLuce de Sal. on
Bush vs Collar 8 d. John Bush Foreman was off & Barnham Bagg was appointed Foreman in this Case & Abner Leonard de Sal. & was on

8. day

Trials vs Trials & Ag. Aug 30. 1789

Luther Keith of Petersham in the County of Worcester Yeoman Plff Calvin Keith of Bridgewater in the County of Plymouth & absent & absconding Debtor & Caleb Keith of Pelham in the County of Hampshire Trustee &c & Calvin Deft in a Plea &c as is of Record hereto fore
The said Parties being now three Times publickly called to come into Court neither of them appear & this Action is dismissed

Dickinson & al Exr vs Abercrombie Exr. Aug 13. 1789

Elijah Dickinson Gent. Elihu Dickinson Yeoman both of Hatfield and Obadiah Dickinson of Northfield Gent. all in the County of Hampshire Executors of the last Will & Testament of Obadiah Dickinson late of s. Hatfield Gent. dec. Plffs vs Andrew Abercrombie of Pelham in the County of Hampshire Yeoman Executor of the last Will & Testament of Robert Abercrombie deceased Defdt in a Plea &c as is of Record hereto fore
The Plffs appear by Simeon Strong Esq. their Atty. and the s. Andrew the three Times publickly called to come into Court makes Default of Appearance &c — whereupon it is considered by the Court that the said Elijah Elihu & Obadiah do recover against the said Andrew in his said Capacity the Sum of Three pounds, ten shillings & three pence three farthings of lawful Money Damages & Costs of Suit which Damages & Costs amount to Four pounds seventeen shillings & one penny & farthing

Alger vs Sewall & Ag. Feb 6. 1789

[illegible] Sewall Esq. [illegible] the County of Hampshire Gent. Defdt in a Plea &c as is of Record [illegible] appear by William Lincoln Esq. [illegible] Leave to [illegible] the Defdt appears & moves for his [illegible] which is considered by the Court that the said Plff do recover against the said Defdt [illegible] in the pleading the sum of s. Andrew Fifty pounds [illegible] two pounds [illegible] shillings & two pence & [illegible] of Feb 6. 17[illegible]

Elizabeth Bowdoin of Boston in the County of Suffolk Gentlewoman & James Bowdoin of Dorchester in the same County Esq.r Executors of the last Will and Testament of the late Hon.ble James Bowdoin Esq.r late of s.d Boston deceased Plff v. Joel Boies of Blanford in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The said Parties appear and agree that this Case be continued to the next Term under the Rule of Reference heretofore entered into, and it is considered by the Court that they have Day here in Court accordingly until the third Tuesday of May next

Bowdoin & al Ex.rs v. Boies Sep. 103. 1790

David Munroe of Northboro' in the County of Worcester Gent.m and Elizabeth his Wife Plffs v. Elijah Gibbs of Blanford in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore The said Parties appear and agree to a Continuance of this Cause to the next Term under the Rule of Reference heretofore entered into and it is considered by the Court that they have Day here in Court accordingly until the third Tuesday of May next

Munroe & al v. Gibbs Sep 109. 1790

William Sheldon of Sheffield in the County of Berkshire Yeoman Plff v. Eldad Fowler of Westfield in the County of Hampshire Yeoman Deft in a Plea &c as is of Record heretofore — The s.d Parties appear & it is considered by the Court that they have Day here in Court under the Rule of Reference heretofore entered into until the third Tuesday of May next

Sheldon v. Fowler Sep 120. 1790

Samuel Ward of Lancaster in the County of Worcester Gent.m & David Sawyer of Rockingham in the County of Windham & State of Vermont Gent.m Appell.ts v. George Clarke of Colrain in the County of Hampshire Appe in a Plea &c as is of Record heretofore — The said Parties appear & the Referees in this Case now send in their Award as is at large on File — which is accepted but afterwards ordered by the Court to be recommitted to s.d Referees for Revision & Mend the s.d Parties are to have Day here in Court until the third Tuesday of May next

Ward & al Appts v. Clarke Appe Sep 142. 1790

Levi Wells Yeoman & Reuben Wells of Greenfield in the County of Hampshire Plffs v. Henry Porter Gent.m & Jonathan Dwight Yeoman both of Northampton in the same County Deft in a Plea &c as is of Record heretofore — And now at this Term neither Party appears and this Action is dismissed

Wells & al v. Porter & al Sep 204. 1790

Samuel Dickinson of Brattleboro in the County of Windham & State of Vermont Gent.m Appell.t v. Joel Thayer of Orange in the County of Hampshire Husbandman Appe in a Plea &c as is of Record here to fore — The Appell.t now appears & discontinues his Appeal & the Appellee appears & prays Affirmation &c — And thereupon it is considered by the Court that the said Joel do recover against the s.d Samuel his Costs taxed at Four pounds two shillings & two pence & thereof &c

Execution issued March 8. 1792

Dickinson Appt. v. Thayer Appe Jan 5. 1791.

Nathaniel Bates of Granville in the County of Hampshire Gent.m Plff v. Jones Westover & Francis Shaw both of Greenwich in the County of Berkshire Husbandmen Deft in a Plea &c as is of Record here to fore — The s.d Parties appear & on the Motion of the Deft it is considered by the Court that the s.d Parties have Day here in Court until the third Tuesday of May next

Bates v. Shaw & al Jan 50. 1791

Bates vs Pease & al. Jan 6. 1791

Nathaniel Bates of Granville in the County of Hampshire Gent. Plff vs Jonas Westhover & Francis Pease both of Greenwich in the County of Berkshire Husbandmen Deft in a Plea &c as is of Record heretofore. The Parties appear and on the Motion of the Deft it is considered by the Court that the said Parties have Day here in Court untill the third Tuesday of May next.

Harris vs Bates & Jan 7th 1791

Moses Harris of Shirlsbury in the County of Washington & State of New York Gent. & Margaret his wife Plffs vs Isaac Bates of Greenwich in the County of Hampshire Esq. Deft in a Plea &c as is of Record heretofore &c. The Plffs appear by Simeon Strong Esq. their Att. & the Deft by Daniel Bigelow Esq. his Att. comes & defends the Force & Injury &c & saith he is not guilty in Manner & Form as the Plffs have alleged & thereof puts himself on the Country &c. And the said Moses & Margaret likewise do the same. A Jury at this Time returned nine panelled & sworn & they the Same as the Statute directs, declare upon their Oath that they find the Deft is guilty & assess Damages at Seventy two pounds fourteen shillings & eleven pence half penny of lawful Money Damages & Costs of Suit taxed at Eighteen pounds three shillings & seven pence. Whereupon the Plff Isaac by his Atty aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties as the Law directs for said Isaac is prosecuting his Appeal with Effect &c.

Morgan vs Bigelow Jan 8th 1791

John Morgan of Springfield in the County of Hampshire Gent. Plff vs Silas Bigelow of Southwick in the same County Deft in a Plea &c as is of Record heretofore. The said Parties being severally three Times called to come into Court, make Default thereof. And the Action is dismissed.

Morgan vs Hough Jan 8th 1792

John Morgan of Springfield in the County of Hampshire Gent. Plff vs Elijah Hough of Southwick in the same County Gent. Deft in a Plea &c as is of Record heretofore. Neither Party the now three Times called appear & therefore this Action is dismissed.

Woddard & Fulton Ex. Jan 12th 1791

Solomon Woddard of Northampton in the County of Hampshire Esq. Plff vs Robert Fulton & James Fulton both of Colrain in the same County Executors of the last Will & Testament of Robert Fulton late of the Town of Colrain dec. Defts in a Plea &c as is of Record heretofore. The Plff being now three Times publickly called is nonsuit & the Defts appear & move for Costs. And it is considered by the Court that the Defts recover against the said Solomon their Costs taxed at Four pounds & four shillings & thereof &c. Execution issued March 7th 1792.

Lynch & Fowler & Jan 30 1791

William Lynch Esq. of Springfield in the County of Hampshire Esq. & Treas. of the said County Plff vs Medad Fowler of Warwick in the same County Esq. Deft in Ca. &c. as is of Record heretofore. The said Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that the Case Day here in Court untill the third Tuesday of May next.

Fowler vs Moore Jan 14th 1791

Silas Fowler of Southwick in the County of Hampshire Gent. Plff vs Joseph Moore of the same Southwick Gent. Deft in a Plea &c as is of Record heretofore &c. The said Parties appear & agree to a Discontinuance of this Case to the next Term under the Rule of Reference heretofore entered into &c. And it is considered by the Court that the Case Day here in Court untill the third Tuesday of May next.

John Worthington of Springfield in the County of Hampshire Esq. Plff
in Solomon Hammum & Daniel Hammum both of Belchertown
in the County of Hampshire Admrs on the Estate of Gideon Hammum
deceased Deftts in a Plea &c as is of Record hereto fore — The Parties
appear and agree to a Continuance of this Case to the next Term
without Costs Then — And it is considered by the Court that they
have Day here in Court until the third Tuesday of May next.

Worthington Esq
vs
Hammum Admrs
May 12. 1791

Mary Alsop of Middletown in the County of Hartford & State of
Connecticut Admx on the Estate of Richard Alsop late of Middletown
decd Plff vs. Francis Nourse late of Rutland in the County of Wor-
cester Yeoman Deft in a Plea &c as is of Record hereto fore
The said Parties appear and agree to refer this Case together with all
Demands & Matters of Controversy subsisting between them to the
Judgment & Determination of Ebenr Hinckley & John Williams Esqrs
& Mr Luke Bliss the Award of them or any two of them to be final
to be returned into this Court Judgment to be made up & Execution
issued accordingly — And it is considered by the Court that
the sd Parties have Day here in Court under a Rule until the
third Tuesday of May next

Alsop Admx
vs
Nourse

Abel Tillotson of
vs Moses Hays

Tillotson
vs
Hays &c
May 24. 1791

The Plff being now three times called in Court with the Deft to
appear & move that their Costs may be adjudged to them — And it
is considered by the Court that sd Moses & do recover
against sd Abel their Costs taxed at Nineteen pounds, Two
Shillings & three pence & thereof — Witness Jan 30th 1792 —

Thomas Seymour of Hartford in the County of Hartford & State
of Connecticut Esq. Plff vs. Elijah Shurtleff Gentn & Daniel Slathuway
Husbandman both of Granby in the County of Hampshire Exec-
utors of the last Will & Testament of Jacob Slathuway 2d deceased
Deftts in a Plea of Trespass on the Case &c as is of Record here-
to fore — The Plff appears by George Bliss Gentn his Attn & the Deftts by
Simeon Strong Esq. their Attn come & defend &c & for Plea say
that the said Jacob never promised in Manner & Form as the
said Thomas in his Declaration hath alleged & thereof put them
selves on the Country — And the said Thomas likewise does the
same — & Jury at this Term returned impannelled & sworn as
the Statute requires to try the same declare upon their Oath that they
find the Testator did not promise in Manner & Form as is set forth
in the Declaration — And thereupon it is considered by the Court
that the said Elijah & Daniel do recover against the said Thomas
their Costs in defending this Suit taxed at

Seymour Esq
vs
Shurtleff &c
May 28 1791

Whereupon the said Thomas by his said Attn appeals from the Judg-
ment of this Court to the Supreme Judicial Court to be holden at Nor-
hampton in & for the County of Hampshire on the last Tuesday of April
next & he recognizes with Sureties for sd Thomas in prosecuting his sd Appeal
with Effect &c

Randall
vs
Pratt &c
May 25 1791

Joseph Randall of Shrewsbury in the County of Rutland & State of Vermont
Yeoman Plff vs. Jonathan Pratt late of Pomfret in the County of Windsor
Husbandman & absent & absconding Debtor & Moses Goddard of Bangor in
the County of Hampshire Gentn Agent & Sd Jonathan Deftts in a Plea &c as
is of Record hereto fore — The Plff appears & the sd Jonathan the three
times called to come into Court makes Default of Appearance here & since
time it is considered by the Court that sd Joseph do recover against sd Jonathan
£19. 19. 7 Law Money Damages & Costs taxed at £4. 3. 9 & thereof
Witness Jan 16. 1792

Hambleton
vs
Rugel
May 46. 1791

Benjamin Hambleton of Barre in the County of Worcester Yeom. Appellt vs Philip Rugel of Sunderland in the County of Hampshire Yeom. Appd. in a Plea de as is of Record heretofore. and now at this Time neither Party appears & this Case is discharged

Webster
vs
Hawes
May 48. 1791

Stephen Webster Junr. of Bernardston in the County of Hampshire Yeom. Plff vs Robert Hawes of Greenfield in the same County Husbandman Deft in a Plea de as is of Record heretofore — The Plff appears by Jonathan Leavitt Gent. his Attt & the Deft by Wm Coleman Gent. his Attt comes & defends when &c & for Plea saith that he never promised the Plff in Manner & Form as he hath declared against him & thereof puts himself upon the Country and the Plff likewise — A Jury at this Time returned impannelled & sworn to try the Issue delivered upon their Oath that they find the Deft did not promise in Manner & Form as set forth in the Declaration — And thereupon it is considered by the Court that the said Robert do recover against the said Stephen his Costs in defending this Suit taxed at

Whereupon the s Stephen by his said Attt appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he engages with Sureties for s Stephen, prosecuting s Appeal with Effect &c

Ives
vs
Bliss
May 53. 1791

James Ives of Boston in the County of Suffolk Sugar Refiner Plff vs Thomas Bliss of Brimfield in the County of Hampshire Yeom. Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term And it is considered by the Court that they have Day here in Court until the Third Tuesday of May next

Lyman
vs
Belding &c
May 58. 1791

Phineas Lyman of Hadley in the County of Hampshire Husbandman Plff vs Augustus Belding & Samuel Denison both of Guilford in the County of Windham & State of Vermont Yeomen Defts in a Plea de as is of Record heretofore — The Parties appear & on the Motion of the Plff it is considered that they have Day here in Court until the Third Tuesday of May next

Ball
vs
Leonard
May 56. 1791

James Ball of Warwick in the County of Hampshire Gent. Plff vs John Leonard of the same Warwick Gent. Deft in a Plea de as is of Record heretofore — The Plff appears by John Barrett Gent. his Attt and the Deft the Five Times publicly called to come in Court makes Default of Appearance here — Whereupon it is considered by the Court that said James do recover against the said John judgment for his Possession of the Land demanded unless the said John do pay the said James in two months Sixty nine Pounds two Shillings & seven pence of lawful Money Damages & Costs of suit taxed at £ 4.4.9 — Thereof &c

D Fowler
vs
J Fowler
May 8. 1791

[illegible] Fowler of Southwick in the County of Hampshire Gent. Plff vs [illegible] Fowler of the same Southwick Gent. Defd in a Plea de as is of Record heretofore — The Plff appears by Joseph Lyman Gent. his Attt & the Defd by [illegible] Esq. his Attt comes & defends &c [illegible] Pleading [illegible] Judgment — [illegible] Plff [illegible] said [illegible] in an inappropriate [illegible] his declaration [illegible] bound by the Laws of the land to replevy [illegible] all which he is ready to verify wherefore for want of a sufficient Answer he prays Judgment for his Damages & Costs — And the Defd [illegible] Demurrer — Whereupon all & singular the premises being [illegible] the Court [illegible] the Plea of the said David & the [illegible] the said Plff [illegible] maintained his Action. Tho

ce it is considered by the Court that the said David do recover against
the said Silas Judgment for the Sum of Thirty one pounds sixteen shillings
nine pence of lawful money Damages & Costs of Suit taxed at £ 3.3.9
whereupon the said Silas by his said Att.y appeals from the Judgment of
this Court to the Supreme Judicial Court to be holden at Northampton
in and for the said County of Hampshire on the last Tuesday of April
next & he recognizes with Sureties for Silas's prosecuting the same to
Effect &c

Laphin
vs
Fowler
May 3. 1791

Mathew Laphin Junr. of Southwick in the County of Hampshire
Yeoman Plff vs Silas Fowler of the same Southwick Gent.n Deft
in a Plea &c as is of Record heretofore — The Plff appears & the
Deft the three Times called to come into Court makes Default of
appearance here Wherefore it is considered by the Court that the
Pl.ff Mathew recover of the said Silas Eight pounds ten shillings
& nine pence of lawful money Damages & Costs of Suit taxed
at £ 8.9.11.5 & thereof &c Exd. Feb.y 3. 1792

Fowler
vs
Morgan
May 72. 1791

David Fowler Senr. of Southwick in the County of Hampshire
Gent.n Plff vs John Morgan of Springfield in the County of
Hampshire Yeoman Deft in a Plea &c as is of Record here-
before — The said Parties appear & agree to a Continuance of
this Case to the next Term under the Rule of Reference here
before entered into — And it is considered by the Court that
they have Day here in Court until the third Tuesday of May
next

Harvey
vs
Spelman
May 74. 1791.

James Harvey of Hopkinton in the County of Washington
& State of Rhode Island Yeoman Plff vs Ebr Spelman of
Granville in the County of Hampshire Yeoman Deft in a Plea
&c as is of Record heretofore — The Parties appear & the Reference
heretofore by them chosen now send into Court their Award
Viz We the Subscribers do do award & determine that the
Plff hath not supported his Demand & that the Deft do
recover against said James Four pounds eight shillings &
four pence for his Costs in this Reference Wm. Hopkins
Tim.o Robinson & Isaac Cook — which said Award is by
the Court accepted & it is therefore considered by the
Court that said Ebr do recover against said James the
Costs of Court with the Costs of Reference taxed at £
and thereof &c

Snead
vs
Wells & al
May 82 1791

Solomon Snead of Greenfield in the County of Hampshire Gent.n
& Treasurer of said Town Plff vs Reuben Wells Gent.n Obed Wells
Yeoman & Samuel Shindale Yeoman all of Greenfield aforesd.
Defts in a Plea &c as is of Record heretofore
and now the said Parties again appear, and the said Solomon
now makes Replication to the Plea of the Defts as may be seen
at large on the Files of this Term which the Defts say is not sufficie
nt &c And the said Solomon says is sufficient &c
All which being seen & by the Court understood, it appears to the
Court that the Replication of the said Solomon to the Plea of the Defts
is sufficient &c and that the said Solomon do recover against the
said Reuben Obed & Samuel Three pounds nine shillings & one
penny of lawful money Debt & Costs of said Suit taxed at £ 3.11.5
whereupon the Defts appeal from the Judgment of this Court to the
Supreme Judicial Court to be holden at Northampton within & for
the County of Hampshire & he recognizes with Sureties for their prose
cuting the same with Effect &c

Vanderwoort vs Shepard & al
May 23 1791

Peter Vanderwoort of Bedford in Kings County in the State of New York Esq. & Peter C Vanderwoort of Parsippany in the State of New Jersey Esq. Executors of the last Will & Testament of Peter Vanderwoort late of New York merch. Decd Plffs. vs Enoch Shepherd late of Chester in the County of Hampshire Gent. an absent & absconding Debtor & Warham Parks of Westfield in the County of Hampshire Esq. Legatee &c of said Enoch Deft. in a Plea &c as in of Record in Court before — The Plffs appear and the said Enoch the three Times publicly called to come into Court make Default of Appearance here Whereupon it is considered by the Court that the Plffs in their said Capacity do recover against the said Enoch Two hundred & five pounds eleven shillings & eight pence of lawful Money Debt & Costs of Suit taxed at £ 3 10 9 & Thereof &c

Execution issued May 18th 1792

Howe vs Fenton
May 92 1791

Ebenezer Howe Plff vs Samuel Fenton Deft in a Plea &c as in of Record heretofore — The said Parties being now three Times called to come into Court neither of them appear & the Case is dismissed

Bolton & al vs Lucas
May 95. 1791

John Bolton & al Plffs vs Andrew Lucas Deft in a Plea &c as in of Record heretofore — The Plff being three Times called in Court with the Deft defaulted & the Action is dismissed

Lee vs Fowler
May 97. 1791

Daniel Lee Plff vs David Fowler Gent. Deft in a Plea &c as in of Record heretofore The Plff being now three Times called in Court & the Deft defaulted & the Action is dismissed

Ellott & al vs Church & al Exr.
May 98.

Peter Ellott & John Ely Plffs vs Elijah Church & Daniel Hathaway Adm. on the Estate of Sarah Hathaway deceased Deft in a Plea &c as in of Record heretofore — The said Parties appear & agree to refer this Case with all Demands & Matters of Controversy subsisting between them to the Judgment & Determination of William Pynchon Esq. Moses Church & Lam. Pol. or the Award of them or any two of them to be final & be returned into this Court Judgment to be made up & Execution issued accordingly which Agreement of the said Parties is made a Rule of this Court in this Case and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Denfield &c vs Whig
May 102 1791.

The Proprietors of the Common & undivided Lands in Denfield Grantees Conway & Shelburne Plffs vs Isaiah Whig & al Deft in a Plea &c as in of Record heretofore The said Parties now appear — and Samuel Windsor discommoned comes & prays he may be admitted to take upon him the Defence of the said Brother & the said Isaiah & others, and he is accordingly admitted and it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of May next

Butler vs Murdock & al
May 103 1791

William Butler of Northampton in the County of Hampshire Grantee & Samuel Murdock late of Shelburne in the County of Hampshire Yeoman absent & absconding Debtor & Jaques Anderson Yeoman & David Anderson Yeoman Legatees &c of said Samuel Deft in a Plea &c as in of Record heretofore — The Plff appears & the said Samuel the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said William do recover against the said Samuel Six pounds two shillings & six pence & Costs of Suit taxed at £ 2 11 7 & Thereof &c

Execution issued Feby 3d 1792

Graves vs Church
Sept 1. 1791

Aaron Graves Jr Plff vs Moses Church Matter Deft in a Plea &c as in of Record heretofore — The Parties appear & the Defendant chosen in this Case now come into Court their Award viz. Table Plff had no Cause of Action &c & that he pay £ 1 15 of Costs of Reference & the Costs of Court &c Whereupon it is considered in the Court that said Moses do recover against said Aaron six Shillings of Reference & Costs taxed at Four pounds eight shillings & six pence & Thereof &c

Azariah Dickinson Pltff vs Jonathan Snow an absconding Debtor and Daniel Tyler his Agent &c Deftts in a Plea &c as is opened here Upon — Dickinson vs Snow & al Sept 3. 1791

The Pltff appears & it is considered by the Court that this Case be continued to the third Tuesday of May next

Robert Cutler of Attleborough in the County of Hampshire Physician Pltff vs Jonathan Snow an absconding Debtor & Daniel Tyler his Agent Deftt — The Pltff appears & it is considered by the Court that the said Parties have Day here in Court untill the third Tuesday of May next — Cutler vs Snow Sept. 4. 1791.

Jonathan Amory Pltff vs Elisha Stunt Deftt in a Plea &c as is of Record heretofore — The Pltff appears & the Deftt to these Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Jonathan do recover against the sd Elisha Twenty five pounds seven shillings & seven pence lawful Money Damages & Costs of Suit taxed at £4. 1. and & therefor &c — Amory vs Stunt Sept. 9. 1791

Olivier Phelps Pltff vs Benjamin Farmer Deftt in a Plea as is of Record heretofore — The Pltff being three Times called to come into Court is Nonsuit the Deftt defaulted and the Action is dismissed — Phelps vs Farmer Sept 12. 1791

Joseph Green Pltff vs Edward Upham Deftt in a Plea &c as is of Record heretofore — The Pltff appears & the Deftt to these Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Joseph do recover against the said Edward Twenty four pounds one shilling & nine pence lawful Money Damages & Costs of Suit taxed at £4. 1. and & therefor &c — Execution issued Mar 27. 1792 — Green vs Upham Sept 14. 1791

Consider Shaw of West Springfield in the County of Hampshire Labourer vs William Leonard of the same West Springfield Yeoman in a Plea &c as is of Record heretofore and now at this Time the said Parties appear — This Case was put to Jury but while on Trial the Pltff moves for Leave to amend his Declaration by striking out of Costs &c & it is granted him after which he prays Leave to discontinue the Suit, & sd Consider moves for Costs — And it is considered by the County that sd Consider do recover against sd William his costs taxed at £6. 17. 7 & therefor &c — Execution issued Jan 30 1792 — Shaw vs Leonard Sept 15. 1791

Timo. Bush Pltff vs Joel Lyman Deftt in a Plea &c as is of Record heretofore The Pltff appears & the Deftt to these Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Timothy do recover against the said Joel Fourteen pounds twelve shillings & eleven pence lawful Money Damages & Costs of Suit taxed at £3. 15. 5 & therefor &c — Execution issued Jan 30. 1792 — Bush vs Lyman Sept 16 1791

Israel Richardson Pltff vs Joshua Hemingway Deftt in a Plea &c as is of Record heretofore — The said Parties now appear & on the Motion of the Deftt it is considered by the Court that they have Day here in Court untill the third Tuesday of May next — Richardson vs Hemingway Sept. 19. 1791

Moses Cook Junr Pltff vs John Pirk Deftt in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next — Cook vs Pirk Sept. 23. 1791

Shitteridge vs Beckwith Sept 31 1791

William Shitteridge Pltff vs Elisha Beckwith Deft in a Plea &c as is of Record the last Term — The Pltff appears by Simeon Strong Esq his Attorney the Deft by Jonathan E Porter Gent his Attorney comes & defends &c & for Plea says he never promised in Manner & Form as the Pltff in his Declaration hath alledged against him & thereof puts himself on the Country — And the Pltff likewise doth the same — & Jury all this Same returned & impannelled as the Statute requires being sworn to try the Issue declare upon their Oath that they find the Deft promised in Manner & Form as set forth in the Declaration & assess Damages for the Pltff at Forty pounds thirteen shillings & five pence and thereupon it is considered by the Court that Pltff William do recover against said Elisha £40.13.5 lawful Money Damages & Costs of Court taxed at £ Whereupon the Deft Elisha by his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for said Elisha a prosecuting his said Appeal with Effect &c

Reed vs Rogers Sept 31 1791

Josiah Reed Pltff vs Samuel Rogers Deft in a Plea &c as is of Record at the last Term — The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here — Therefore it is considered by the Court that the said Josiah do recover against the said Samuel Four pounds eleven shillings & five pence lawful Money Damages & Costs of Suit taxed at £ 2.11.6 & Execution Exp. Feb. 27. 1792

Sweetsire vs Rogers Sept 35 1791

James Sweetsire Pltff vs Samuel Rogers Deft in a Plea &c as is of Record at the last Term — The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said James do recover against the said Samuel Seven pounds sixteen shillings & five pence lawful Money Damages and Costs of Suit taxed at £ 7.16.5 & Execution Exp. Feb. 27. 1792

Alvord vs Johnson Sept 41 1791

Medad Alvord Pltff vs Isaac Johnson Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Pltff Medad do recover against the said Isaac Five pounds one shilling & eleven pence lawful Money Damages & Costs of Suit taxed at £ & Execution &c

Williams vs Dickinson Sept 42 1791

Hannah Williams Pltff vs Thomas Wells Dickinson Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of the Case and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Pierce vs Mayo &c Sept 48 1792

Joseph Pierce Pltff vs Benjamin Mayo & al Defts in a Plea &c as is of Record heretofore — The Pltff being three Times called is Nonsuit the Defts defaulted & the Action is dismissed

Phillips vs Johnson & al Sept 53 1792

William Phillips & Pltff vs Amos Johnson & al Defts in a Plea &c as is of Record heretofore — Neither appears & the Defts the three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that Pltff William do recover against the Defts Amos &c Forty three pounds four shillings & six pence lawful Money Damages & Costs of Suit taxed at Four pounds sixteen shillings & seven pence & Execution &c

Phillips vs Moseley Ex Sept 55 1791

William Phillips & Pltff vs Patrick Moseley Ex &c Deft in a Plea &c as is of Record the last Term — Neither party the three Times called to appear wherefore the Action is dismissed

Talcott vs Nichols Adm Sept 56 1791

Matthew Talcott & Pltff vs Isaac Nichols Adm &c Deft in a Plea &c as is of Record the last Term — Neither Party the three Times called to appear in Court therefore the Action is dismissed

Benjamin Ferguson Lyell Pltf. Recovered in a Plea of Trespass on the Record heretofore in the said Parties appear & agree to refer the Case with all Demands & Matters of Controversy subsisting between them to the Judgment & Determination of William Smith Robert Field & Aaron Merrick Esqrs. and two of them to be final & to be returned into this Court Judgment to be made upon Record & Execution issued accordingly — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Thompson vs Brown Sept 58 1791

Joseph Woodbridge Admr. on the Estate of Isaac Tuttle Pltf. vs Elisha Porter Esqr. Deft. in a Plea &c as is of Record heretofore — The Pltf appears & the Deft. the three Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that Pltf. do recover against Deft. Ten pounds nine shillings & four pence Lawful Money Damages & Costs of Suit taxed at £ 1 3 2 & thereof &c Execution May 25. 1792 Woodbridge Admr vs Porter Sept 5. 1791

Elihu Cotter Pltf vs Philemon Bradley Deft in a Plea &c as is of Record heretofore — The Parties appear & in Pursuance of this Case chosen, now send into Court their Award Viz. That "the said Philemon pay said Elihu Five pounds one shilling "& two pence Lawful Money Damages & Costs of Reference being "twelve shillings & six pence & Costs of Court to be taxed by the Court" Which Award is accepted & it is considered by the Court that the said Elihu do recover against the said Philemon Five pounds one shilling & two pence Lawful money Damages & Costs of Suit taxed at £ 3. 2. 3 & thereof &c — Cotter vs Bradley Sept 60 1791

Henry Shaw Esqr Admr. &c Pltf vs Gilbert Skillogg Deft in a Plea &c as is of Record heretofore — The Parties appear & on the Motion of the Deft. it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Shaw vs Skillogg Sept 62 1791

Henry Shaw Esqr Admr. Pltf vs Jonathan Warner Deft in a Plea &c as is of Record heretofore. The Deft in this Case having deceased since the last Term, this Case is continued to the next Term that the Admr. or Heirs of Jonathan may be summoned to appear & defend this Case — Warner vs Sept 63. 1791

Edmund Palmer Pltf vs Noble Fowler Deft in a Plea &c as is of Record heretofore — The Pltf being three Times called to come into Court is nonsuited the Deft defaulted & the Action is dismissed — Palmer vs Fowler

Abel Bacon Appellant vs Samuel Bolhwood & William Ewing Appellees in a Plea &c as is of Record heretofore — The said Parties appear & on the Issue on their former Pleas &c a Jury at this Time returned & informed as the Statute requires, & being sworn doth upon their Oath that they find the Appellees did promise in Manner & Form as set forth in the Declaration & assess Damages at Thirteen shillings & six pence — And thereupon it is considered by the Court that the said Samuel & William do recover against the said Abel Thirteen shillings & six pence Lawful Damages & Costs of Suit taxed at £ 1 2 & thereof &c Execution Mar 30. 1792 Bacon Appt vs Bolhwood & al Sept 65. 1791

Eben Wells Pltf vs Aaron Billings Deft in a Plea &c as is of Record heretofore — The Pltf appears & the Deft the three Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that Pltf. Eben do recover against said Aaron Forty pounds Lawful Money Damages & Costs of Suit &c Execution Feb 3. 1792 Wells vs Billings Sept 66. 1792

Warner vs Stinch
Sept 70. 1791

Thomas Warner Pltff vs James Stinch Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that the sd Parties have Day here in Court untill the third Tuesday of May next —

Pomroy vs Daley
Sept 76. 1791

Sham Pomroy Pltff vs Reuben Daley Deft in a Plea de as is of Record heretofore — The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the sd Sham do recover against the sd Reuben Eight pounds Fourteen shillings & 11d L.M. Damages & Costs of Court taxed at £3. 0. 1 & therefor &c —

Execution issued Feb. 17. 1792 —

Lyman vs Read
Sept 78. 1791

James Lyman Pltff vs Solomon Read Deft in a Plea de as is of Record heretofore — The Parties appear and agree that this Case be continued to the next Term, & that Judgment be then final — And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Cushman vs Whitten
Sept. 81. 1791

Polycarpus Cushman Pltff vs Robert Whitten Deft in a Plea de as is of Record at the last Term — The Pltff appears by Simeon Strong Esq. his Attorney & the Deft by Wm Eastman Esq. his Attorney comes & defends the Force & Injury when & upon his Oath he is not guilty in Manner & Form as the Pltff hath within alleged against him & thereof puts himself on the Country — And the sd Polycarpus likewise does the same — & Jury all this Time returned and impannelled as the Statute directs, being now sworn to try the Issue declare upon their Oath that they find the Deft is guilty in the Pltff Damages of Four pounds Ten shillings — And thereupon it is considered by the Court that said Polycarpus do recover against said Robert Four pounds ten shillings L.M. Damages & Costs of Suit taxed at £1 7s 3d —

Whereupon the said Robert in his own Person now comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for his prosecuting the Same with Effect &c —

Pomroy vs Parsons
Sept. 82. 1791

Josiah Pomroy Pltff vs Nathan Parsons Junr Deft in a Plea de as is of Record heretofore — The Parties appear & on the Motion of the Deft it is considered by the Court that they have Day here in Court untill the third Tuesday of April next

Bates vs Clarke
Sept 84. 1791

Silvanus Bates Pltff vs Joseph Clarke Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Collier vs Bancroft
Sept 85. 1791

Andrew Collier Pltff vs Samuel Bancroft Deft in a Plea de as is of Record heretofore — The Pltff being now the three Times called to come into Court is not suit — The Deft appears & moves for his Costs — It is considered by the Court that Samuel do recover against said Andrew his Costs taxed at £1 1s 0d & therefor &c

Nichols vs Endicott

Elias Phelps & Thos Evans Exors of Deft in a Plea de as is of Record heretofore — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance — Therefore it is considered by the Court that the sd Elias do recover against the sd Exors Three pounds Sixteen shillings & 8d Money Damages & Costs of Suit taxed at £2 2s 3 & therefor &c —

Execution issued Jan 30th 1792 —

Thomas Liswell Plff vs Abner Forster Deft in a Plea de ass of Record hereto fore — The Parties appear and agree to refer this Case with all Lawsuits & Matters of Controversy subsisting between them to the determination of William Pepperrell & Daniel Moseley Esq. & Mr. Joe Cushing the Award, Whom or any two of them to be final & be returned into this Court, Judgment to be made up & Execution issued accordingly — and it is considered by the Court that the s.d Parties have Day here in this Court until the third Tuesday of May next

Liswell vs Forster Sep 88 1791

Israel Hobart Esq.r Plff vs James Prescott & al Defts in a Plea de ass of Record hereto fore — The Plff being three Times called is Nonsuit the Defts defaulted & the Action is dismissed

Hobart vs Prescott & al Sep 90 1791

John Noyes & Joseph Coutts Admrs on the Estate of John Noyes dec.d Plff vs Jonathan & Nathan Moore & John Moore Defts in a Plea de ass of Record hereto fore — The Parties appear & agree that this Case be continued to the next Term, Judgment on the part of the Defts to be then paid, and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Noyes Admrs vs Moore & al Sep 91 1791

Eleven Cowes Plff. vs Inhabitants of the Town of Ware Defts in a Plea de ass of Record hereto fore — The Plff being now three Times publicly called to come into Court is Nonsuit the Defts defaulted & the Action is dismissed

Cowes vs Town of Ware Sep.r 93. 1791

David Crow Plff vs Moses Steele Defts in a Plea de ass of Record hereto fore — The Parties appear and agree to a Continuance of this Case to the next Term, with a saving all Advantages — and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Crow vs Steele Sep.r 94. 1791.

Asa White Plff vs Jerown Bates Defts in a Plea de ass of Record hereto fore — The Plff appears & the Defts the three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that the s.d Asa do recover against the s.d Jerown four pounds five shillings & nine pence lawf.l Money Damages & Costs of Suit taxed at £2-9-11 & Execution &c

White vs Bates Sep 96. 1791 Execution Feb 9. 1792

Noadiah Rugel Plff vs Comfort Eaton Defts in a Plea de ass of Record hereto fore — The Plff appears & the Defts the three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that the s.d Noadiah do recover against the s.d Comfort & Eph Ten pounds four shillings & one penny & Costs of Suit taxed at £4-4-9 — Whereupon the said Comfort by Jonathan Woodbridge Gent.r his Att.y appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the Last Tuesday of April next & he recognizes with Sureties for s.d Comfort prosecuting the same with Effect

Rugel vs Eaton Sep 103. 1791

Perez Chapin Plff vs Caleb Chapin Defts in a Plea de ass of Record hereto fore — The Plff being now three Times called to come into Court is Nonsuit the Defts defaulted & the Action is dismissed

Chapin vs Chapin Sep. 104. 1791.

Elisha Porter Esq.r Plff. vs Rufus Crosby Bryan & Israel Crosby Defts in a Plea de ass of Record hereto fore — The Plff appears & the said Rufus & Israel the three Times publicly called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that said Elisha do recover against the said Rufus Bryan & Israel One Thousand pounds of Lawf.l Money Debt & Costs of Suit taxed at £2-7-9 — And that s.d Elisha may have his Execution for the Sum of Twenty three pounds seventeen shillings & six pence part of the s.d Sum of £1000 — & the Costs aforesaid

Porter Esq.r vs Crosby & al Sep. 106 1791

Execution April 12th 1792

Porter & Morgan & al
Sept 10th. 1791

Elisha Porter Esqr. Pltff in Scire Facias James Shaw & David Fowler Deft in a Plea de as is of Record heretofore & the Parties appear & on the Motion of the Pltff by Deft not objecting thereto it is considered by the Court that they have Day in Court until the third Tuesday of May next

Kellogg & Warner
Sept. 10th 1791

Giles Crouch Kellogg Pltff in Chasse Warner Deft in a Plea de as is of Record heretofore — The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance Wherefore it is considered by the Court that the said Giles do recover against the said Chasse Eight pounds four teen shillings & five Pence Damages & Costs of Suit taxed at £1.15.11 & thereof &c

Execution Jan 30th 1791

Ellis & al
vs
Williams
Sept 13. 1791

Jonathan Ellis & Reuben Wait Pltff vs Israel Williams Deft in a Plea de as is of Record heretofore — The Pltff being three Times called to come into Court is nonsuit the Deft defaulted & the Action is dismissed

Robinson vs Smith
Sept 15. 1791

Thomas Robinson vs James Smith — In a Plea de as is of Record heretofore — The Pltff being three Times called to come into Court is nonsuit the Deft appears & moves for Costs — and it is considered by the Court that the Pltff James do recover against the said Thomas his Costs taxed at £1.13.9 & thereof &c

Execution Jan 30th 1792

Lyman vs Lee
Sept 16. 1791

William Lyman Esqr Pltff in a Plea de as is of Record heretofore — The Pltff appears and the Deft by Joseph Lyman Gent his Attorney & defends the Force & Injury when &c & per Plea says he never promised in Manner & Form as the Pltff in his Declaration hath alledged & thereof puts himself upon the Country — And the Pltff reposing & liberty to waive his Demurrer out the Trial of the Issue saith that the Plea by the Deft is an insufficient Answer to his Declaration and he is not bound to reply thereto & this he is ready to verify wherefore he prays Judgment &c — and the Deft consenting to said Reservation says the Plea is sufficient — Whereupon all & singular the premises being seen & understood by the Court it appears to the Court that the Plea aforesaid of the Deft John is a full and sufficient Answer to the Declaration of the Pltff William, & that he the Pltff William ought not to have & maintain his said Action — Therefore it is considered by the Court that the said William by his Plea aforesaid do recover Nothing but that for his groundless Claim he be in Mercy — and it is further considered that said John do recover against the said William his Costs — Whereupon the said William appeals from the Judgment of this Court to the Supreme Judicial Court to be held at Northampton in & for said County on the last Tuesday of April next & he recognizes with Sureties for prosecuting the same with Effect &c

Fessenden & White
Sept 17th 1791

Samuel Fessenden Esqr Pltff vs Thomas White Deft in a Plea de as is of Record heretofore — The Pltff appears & discontinues the Suit the Deft appears and moves for his Costs — and it is considered by the Court that said Thomas do recover against the said Samuel his Costs taxed at £1.10.0 & thereof &c

Execution Feb 3. 1792

Williams & al vs Brownsal
Sept 18 1791

Ezekiel Williams Esqr Pltff vs Silas Brownsal Deft in a Plea de as is of Record heretofore — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance — Wherefore it is considered by the Court that the Pltff do recover against the said Deft Forty six pounds ten shillings & eleven pence & ten Pence Damages & Costs of Suit taxed at £2.[illegible] & thereof &c

Execution Jan 30. 1792

Fowler & Parks
Sept 24. 1791

Daniel Fowler Esqr Pltff vs Jedediah Parks Deft in a Plea de as is of Record heretofore — The said Parties appear by their Attorneys & make the following Agreement [illegible] the Court [illegible] Suit [illegible] the Defendant [illegible] all Incidents in said Suit [illegible] the same & the determination [illegible] Day William [illegible] by the Samuel Bates & [illegible] said Fowler [illegible] Parks [illegible] hand & expenses [illegible] be in the Pltff [illegible] shall [illegible] & determined [illegible] money shall be paid by the Deft [illegible] the amount [illegible] — The interest of Plaintiff [illegible] to be [illegible] to the Court [illegible] as may be [illegible] judgments & be [illegible] — [illegible] — and it is considered by the Court that [illegible] will [illegible] third Tuesday of May next

The Proprietors of the Common & undivided in West field & Lockwith Pltffs
vs Eben Skent & Sol. Stevens Deftts in a Plea &c as is of Record heretofore
The Pltff appears & discontinues his Suit the Deftts appears & recover forthwith
Costs — And it is considered by the Court that the said Deftts do recover
against the said Pltff their Costs taxed at £1..15..5 & thereof &c — —
Exec. iss. Feb 3. 1792 —

West field &c
vs
Stevens &al
Sep. 122. 1791

Moses Sackett Pltff vs Thomas Rose Deftt in a Plea &c as is of Record
heretofore — The Pltff appears & the Deftt the three Times called to come into
Court makes Default of Appearance here Wherefore it is considered by
the Court that said Moses do recover against the said Thomas Eighty
pounds twelve Shillings & eleven pence lawful Money Damages and
Costs of Suit taxed at £2..5..11 & thereof &c Ex. iss. Feb. 15 1792

Sackett
vs
Rose
Sep. 125. 1791

John Lee Junr. Pltff vs. Silas Fowler Deftt in a Plea &c as is of Record
heretofore The Pltff appears & the Deftt the three Times called to come
into Court makes Default of Appearance here Wherefore it is consid-
ered by the Court that Pltff John do recover against the Deftt Silas Twenty
pounds lawful Money Damages & Costs of Suit taxed at £2..8..1 &
thereof &c Exs. iss. Feb. 17. 1792 —

Lee
vs
Fowler
Sep. 126. 1791

Barnabas Meacham Pltff vs. Archibald Black Deftt in a Plea
&c as is of Record heretofore — The Pltff appears by John Hooker Esq.
his Attt & the Deftt by John Phelps Junr. Gentn his Attt comes &c & reser-
ving Leave of pleading anew on the Appeal for Plea says that the
Declaration of the Pltff Barnabas & the Matters therein contained are in suf-
ficient in Law for him the Pltff to have & maintain & this he is
ready to verify wherefore for want of a sufficient Declaration he
prays Judgment — And the Pltff Barnabas says that the Declara-
tion & the Matters therein contained are sufficient for him to have &
maintain his Action aforesaid & that Pltff Black hath within any
Way answered or denied the Same — Wherefore Pltff Barnabas prays Judg-
ment that his Damages & Costs may be adjudged him
Allowance being seen & by the Court understood, forasmuch as it
appears to the Court that the Plea aforesaid of the Deftt Archibald is an
insufficient Answer to the Declaration of the Pltff Barnabas & ought
not therefore to hinder him the Pltff Barnabas from having & main-
taining his said Action — Therefore it is considered by the Court
that the said Barnabas do recover against Pltff Archibald Eighty pounds
of lawful money Damages & Costs of Suit taxed at £5..9..5 —
Whereupon the Deftt Archibald by his Attt appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden at Northampton
in & for the County of Hampshire on the last Tuesday of April next
& he recognizes with Sureties for Pltff Archibald prosecuting his Appeal
with Effect &c

Meacham
vs
Black
Sep. 127. 1791

Lovel Thomas Pltff vs Silas Hubbel Deftt in a Plea &c as is of Record
heretofore — The Pltff being three Times called to come into Court in Man-
ner said the Deftt Defaulted & the Action is dismissed

Thomas
vs
Hubbel
Sep. 128. 1791

Nathaniel Gorham &al Pltffs vs Abel Thayer &al Deftts in a Plea
&c as is of Record heretofore The Pltffs appear & the Deftts the three
Times called to come into Court make Default of Appearance here
Wherefore it is considered by the Court that the Pltffs do recover
against the Deftts Two hundred eighteen pounds eighteen Shil-
lings & five pence lawful Money Damages & Costs of Suit taxed at
£5..6..11 & thereof &c Exs. iss. Feb. 7. 1792 —

Gorham &al
vs
Thayer &al
Sep. 129. 1791

Nathaniel Gorham &al Pltffs vs Thompson Maxwell Deftt in a
Plea &c as is of Record heretofore — The Pltffs being three Times called
to come into Court in Manner said the Deftt defaulted & the Action
is dismissed

Gorham
vs
Maxwell
Sep. 130. 1791

Parks Ex
vs
Lewis, Admr.
Sep 131 1791

Markham Parks Exr Plff vs John Lewis Admr. Deft in a Plea as is of Record heretofore. The Parties appear & agree to refer this Case to the Judgment & Determination of Samuel Walker Esqr Coll James Taylor & Noah Phelps the Award of them or any two of them to be found to be returned into this Court Judgment to be made up & Execution issued accordingly — And it is considered by the Court that the said Parties have Day here in Court under the Agreement aforesaid until the third Tuesday of May next

Adams
vs
Moore
Sep 132 1791

Moses Adams Plff vs James Moore Deft in a Plea as is of Record heretofore. The Parties appear & on the Motion of the Plff it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Laplin
vs
Brock
Sep. 134. 1791

Mathew Laplin Junr Appellt vs Peter Brock Appellee in a Plea as is of Record heretofore — The Parties appear & agree to refer this Case to the Judgment & Determination of Coll Jacob Bates Dr Paul Whitney & Ednah Tarbell the Award of them or any two of them to be found to be returned into this Court Judgment to be made up & Execution issued accordingly — And it is considered by the Court that the said Parties have Day here in Court under the Agreement aforesaid until the third Tuesday of May next

Brown
vs
Thompson
Sep 139 1791

John Brown Plff vs Benjamin Thompson Deft in a Plea as is of Record heretofore — The Parties appear & agree to refer this Case upon the same Rule they entered into for No 58. of this same Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Thing
vs
Porter Esqr
Sep 141 1791

Joseph Thing Plff vs Elisha Porter Esq Deft in a Plea as is of Record heretofore. The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Afterwards the Deft comes & the s Parties agree to a Continuance of this Case for Judgment — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Sigourney
vs
Porter Esq
Sep 142. 1791

Charles Sigourney Plff vs Elisha Porter Esq Deft in a Plea as is of Record heretofore — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Afterwards the Deft comes & the s Parties agree to a Continuance of this Case for Judgment until the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Brooks
vs
Porter Esq.
Sep 145. 1791

John Brooks Plff vs Elisha Porter Esq Deft in a Plea as is of Record heretofore. The Plff appears & the Deft the three Times publickly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that said John do recover against s Elisha Porter £3.0.0 & Costs of Suit taxed at £3.0.0 & Costs &c

Exn iss Jan 30. 1792 —

Phillips
vs
Selden
Sep 146 1791

Isaac Phillips Appl vs Samuel Selden Esq Appellee in a Plea as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Shelburne
vs
Inhabitants of Greenfield
Sep 148 1791

The Inhabitants of Shelburne Plffs vs the Inhabitants of Greenfield Defts in a Plea &c as is of Record heretofore — The Plffs appear by Parson Nash their Attorney & the Defts by Johnson Gray their Attorney come & defend &c for Plea say that the s Counties Hampshire Hercules Lawrence & Berkshire and Ednah Tarbell each or either of them at the time of filing s Memorial were not Inhabitants of the Town of Greenfield in manner & form as alledged & this they put themselves upon the Country — And the s Inhabitants of the Town of Shelburne likewise do the same — A Jury at this Term returned & impannelled as the s State requires who being sworn to try the Issue joined upon their Oath that they find that s Counties Hampshire Hercules Lawrence & Berkshire

tiff & Dana were Inhabitants of the said Town of Greenfield as in the Memorial is set forth — After which the said Inhabitants of Greenfield move in Arrest of Judgment & being heard fully thereon It is considered by the Court that said Judgment is arrested — and that the Defts do recover against the Plffs their Costs taxed at £2.6.9 —

Hancock vs Warner Sep 154 1791.

John Hancock Esq. Plff in a Plea de ass. is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next —

Pepper vs Norton Sep 155 1791

Jacob Pepper Plff vs Thomas Norton Deft in a Plea de ass is of Record heretofore — The Plff appears by Barry Merrick Gent his Atty and discontinues his suit, & the Deft appears by Simeon Strong Esq his Atty & moves for his Costs — and it is considered by the Court that the said Thomas do recover against Jacob his Costs taxed at

Smith Appell vs Pratt Appe Sep 156 1791

Warham Smith Appell. vs Aaron Pratt Appe in a Plea de ass is of Record heretofore — The Appellants appears to prosecute &c and the Appellee being three Times called to come into Court & Nonsuit and therefore the Appellants moves for Costs &c and it is considered by the Court that S Warham do recover against the said Aaron his Costs taxed at £2.2.2 & Three of &c

Exon ipsd Aug 11. 1792

Stow Admr vs Stow Sep 162 1791

Benjamin Stow Plff vs Elisha Stow Admr. on Estate of Elisha Stow dec'd Deft in a Plea de ass is of Record heretofore — The Plff appears & moves he may have Leave to amend his Declaration & it is considered by the Court that he may amend &c on payment of Costs to the Deft to this Time — Afterwards at this same Term the Plff being three Times called in Nonsuit — The Deft appears & moves for his Costs — and it is considered that S Elisha do recover against the said Benjamin his Costs taxed at £3.16.6 & Three of &c

Exon ipsd May 28. 1792 —

Maxwell vs Warner Sep 163 1791

Thompson Maxwell Plff vs Thomas Warner Deft in a Plea de ass is of Record heretofore — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Thompson do recover against S Thomas Twenty eight pounds seventeen shillings Lawful Money Damages & Costs of Suit taxed at £3.2.9 & Three of &c —

Exon ipsd Jan 30. 1792 —

Mayo vs Parsons Sep 164 1791

Joseph Mayo Plff vs Nathan Parsons Junr Deft in a Plea de ass is of Record heretofore — The Parties appear & agree to referr the Case to the Judgment & Determination of Ebenezer Mattoon Henry Dwight & Seth Catlin Esqrs the award of them or any two of them to be final to be returned into this Court & Judgment to be made up & Execution issued accordingly — and it is considered by the Court that they have Day here in Court under the Agreement aforesaid untill the third Tuesday of May next

Ball vs Willington Sep 166 179

Jonathan Ball Plff vs Jonathan Willington Deft in a Plea de ass is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Ransom vs Warner Sep 169 179

Elisha Ransom Plff vs Thomas Warner Deft in a Plea de ass is of Record heretofore — The Plff appears & prays Judgment and it is considered that S Elisha do recover against the said Thomas One hundred & forty pounds one Shilling L & Pr Damages & Costs of Suit taxed at £2.18.11 & Three of &c

Exon ipsd Feb 11. 1792

Hanson vs Bardwell Sep 170 1791

Nathan Hanson Plff vs Moses Bardwell Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Gates vs Severance Sep 171 1791

Stephen Gates Plff vs Samuel Severance Deft in a Plea &c as is of Record heretofore — The Plff appears & the Deft the three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the Pl. Stephen do recover against the Def. Samuel Seventeen pounds ten shillings & Five pence lawful Money Damages & Costs of Suit taxed at £4 18 0 & Execution &c

Exec. iss. Feb. 9. 1791

Mattox vs Stanton Sep 176 1791

Samuel Mattox Plff vs Abel Stanton Deft in a Plea &c as is of Record heretofore The Plff appears & the Deft the three Times called to come into Court makes Default of appearance here — And therefore it is considered by the Court that this Case be continued for Judgment until the third Tuesday of May next

Waite vs Wales Sep 179 1791

Reuben Waite Plff vs James Wales Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Wood vs Colton Sep 182 1791

Nathan Wood Plff vs Gideon Colton & Agents Deft in a Plea &c as is of Record heretofore — The Plff appears — And it is considered by the Court that the Parties have Day here in Court until the third Tuesday of May next

Entries at January Term 1792

Brown vs Page No. 1.

Nathaniel Brown of New Salem in the County of Hampshire Yeoman Plff vs Eli Page of the same New Salem Yeoman Deft in a Plea of Trespass wherein Pl. Nathaniel complains that Def. Eli at New Salem on March 30th A.D. 1780 on the Body of Susanna Brown Daughter of Pl. Nathaniel with Force & Arms unlawfully did make, maleficent carnally know & get with Child, whereby said Susanna became sick unable to Labour & was brought to bed of a Living Bastard Child, & Pl. Nath. lost her Labour & Service for three Years & an half, was compelled to pay large Sums of Money to defray the Expenses of her Nurse Attendance Physician & Child Bed Sickness, Supporting & Educating the same Child for three Years & an half contrary to Law &c & to the Damage of said Nathaniel Eight pounds — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pl. Nathaniel do recover against the said Eli Twenty four pounds lawful Money Damages & Costs of Suit taxed at £3 0 0 & Execution &c

Exec. iss. Feb. 3. 1792

Clark vs Butler No 2

Samuel Clark of Northampton in the County of Hampshire Yeoman Plff vs William Butler of the same Northampton Trader Deft in a Plea of Trespass wherein Pl. Samuel complains that Def. William at Northampton on May 11. 1780 on the Body of Eunice Clark Daughter & Servant of Pl. Samuel with Force & Arms & Violence did make, maleficent carnally know & get with Child & Thereby Pl. Eunice on February 11. 1790 was delivered of a living Bastard Child, became sick & unable to Labour & Pl. Samuel thereby lost the Service of Pl. Eunice one Year & Three Quarters

compelled to bear the Expences of her nursing Physician & Child bed & Sick
ness &c. all to the Damage of the Appellee One hundred Pounds
The Plff appears by Simeon Strong Esq his Attorney & the Deft in Error Taylor
Gent. his Attorney comes & defends &c. & having liberty to plead answer to the
Writ of Error & appeal says he never promised the Plff as he has alledged against
him & thereof puts himself upon the Country &c. And the said Samuel consenting
to the said Reservation says that the said William Shea is not the Father of the said
William says his Plea is not sufficient &c. Wherefore all the Premises being
& matters & Good by the Court here to appear to this Court that the Plea aforesaid
of the said William is an insufficient answer to the Declaration of the said
Samuel & ought not to exclude him the said Samuel from having
& maintaining his said Action, Therefore it is considered by the Court
that the said Samuel do recover against the said William One hundred pounds
lawful Money Damages & Costs of Suit taxed at &c

Whereupon the said William by his Attorney aforesaid appeals from the Judg
ment of this Court to the Supreme Judicial Court to be holden at Northampton
in & for the County aforesaid on the last Tuesday of April next & he
recognizes with Sureties for the said William prosecuting the Same with
Effect &c

Elijah Wash of Ashfield in the County of Hampshire Yeoman Plaintiff
Philip Phillips of the same Ashfield Esqr Deft in a Plea that the said Elijah
to Philip under the Sum of Twenty pounds which to him he owes and
from him unjustly detains & whereon the Plff says that in & by one
Law of the Commonwealth intitled an Act establishing & regulating
the fees of the several Officers & Others &c &c it was among other
things enacted that the fees of Justices of the Peace for every Copy
of every Evidence original Paper or Record if under a Page
should be six pence if one page or upwards at the Rate of eight
pence by the Page, & that any Person that should demand any
greater fees should forfeit & pay for every Offence Ten pounds
with Costs of Suit &c, that the said Philip at Ashfield aforesaid
on the Second day of December Instant being a Justice &c in the
Execution of his said Office did demand & receive of one Roman Smith
the Sum of five Shillings & six pence for his fees as a Justice of the
Peace for Copies of two Writs & the Officers Returns & Judgments
thereon containing not more than four Pages in the whole said
Sum being more than at the Rate of eight pence by the Page whereby
he hath forfeited the Sum of Ten pounds &c &c

Wash
vs
Phillips Esq
Ex. No 3

The Plff appears by Geo. Bliss Gent. his Attorney & the Deft by Simeon
Strong Gent. his Attorney comes & defends &c & for Plea says
he owes the said Elijah Nothing in Manner & Form as he in his Decla
ration hath alledged & thereof puts himself upon the Country
And the Plff likewise does the same &c. A Jury at this Term return
ed & impannelled as the Statute requires, being sworn to try
the Issue joined upon their Oath that they find the Deft guilty, No
thing &c. And thereupon it is considered by the Court
that the said Philip do recover against the said Elijah his Costs
taxed at &c Cost &c. Whereupon the said Elijah in his own
Person appears & appeals from the Judgment of this Court to the Supre
me Judicial Court to be holden at Northampton within & for the Coun
ty of Hampshire & he recognizes with Sureties for prosecuting the
Same with Effect &c

Ephraim Chapin of Springfield in the County of Hampshire Gentl
Appellant vs Phineas Chapin of the same Springfield Gentl Appellee
from the Judgment of Wm Pynchon Esq Justice of Peace in which
Case the said Ephraim was Plff & said Phineas Deft in a Plea &c as
in a Plaint set forth in the Declaration on File &c. The said
Parties now appear and are at Issue upon their respective Pleas &c

Chapin Appl
vs
Chapin Appl
Ex. No 4

at Times at their Time returned & impannelled as the Statute requires being
now sworn to try the Issue declare upon their Oath that they find the said
Appellee is not guilty in Manner & Form as set forth in the Declaration
and therefore it is considered by the Court that the said Appellee do recover
against the said Appellant his Costs taxed at £3.11.5 & thereof &c

Chapin Appell.
vs
Chapin Appd.
No. 5

Ephraim Chapin of Springfield in the County of Hampshire Gent. Appt.
vs Solomon Chapin of Springfield Appellee from the Judgment of Hon.
Jeremiah Gill Esq. Judge in which Case the Pl. Ephraim was Plff & the Def. Solomon
Deft in a Plea &c as is at large set forth in the Declaration on File &c
The Appellant being now three Times called in Court with the Appellee appears
& moves for his Costs — And it is considered by the Court that the said
Solomon do recover against the said Ephraim his Costs taxed at £5.7.8

Pease
vs
Wolcott
No. 6

Joseph Pease of Suffield in the County of Hartford & State of Connecticut
Gent. Plff vs Edward Philben Wolcott of Brooklyn in the County of Suffolk
Yeoman Deft in a Plea of Trespass on the Case for his not paying him
Eleven pounds twelve shillings according to his promise in the Note dated
January 25th 1781 as may be seen more fully set forth in the Writ on
File &c The Plff appears & the Deft the three Times publicly called to come
into Court makes Default of Appearance here Wherefore it is considered
by the Court that Pl. Joseph do recover against Def. Edward Sixteen pounds
fourteen shillings & 11d L.M. Damages & Costs of Suit taxed at £1.18.3
& thereof &c
Exon isd Jan. 30. 1792

Masters
vs
Sackett & al
No. 7.

Nicholas Sutton Masters of New Milford in the County of Litchfield and
State of Connecticut Gent. Plff vs Seth Sackett of West field in the County
of Hampshire Yeoman & Rebecca Carrington of said West field Widow
Defts in a Plea of the Case for their not paying the Plff Twenty three pounds
six shillings & six pence worth of Meal & Flour according to their Note dated
April 18th 1790 as is more fully set forth in the Declaration on File &c
The Plff appears & the Defts the three Times called to come into Court makes
Default of Appearance here — Wherefore it is considered by the Court
that said Nicholas do recover against the said Seth & Rebecca Twenty five
pounds Sixteen shillings & Seven pence lawful Money Damages & Costs of Suit
taxed at £2..0..11 & thereof &c
Exon isd Jan. 30. 1792

Ferry
vs
Sexton
No. 8

Nathaniel Ferry of Enfield in the County of Hartford & State of Connecticut
Gent. Plff vs Daniel Sexton of Williamsburgh in the County of Hampshire Yeoman
Deft in a Plea that he render to him Eighty pounds lawful Money which the Deft
owed the Plff & according to his Bond given August 8th 1791 &c
The Plff appears & the Deft also comes into Court & prays Oyer of the Bond &c
and it is read unto him in the Words thereof as may be seen on File &c
& thereupon the Deft moves for a Continuance of this Case to the next Term
that he may have Opportunity to plead specially &c And it is considered
by the Court that the said Parties have Day here in Court until the third Tues
day of May next

Warner
vs
Wesley
No. 9

Samuel Warner of Greenfield in the County of Hampshire Yeoman
Plff vs Samuel Wesley of Montague in the same County Yeoman Def
in a Plea that he render to the Plff Four pounds four shillings &
eight pence lawful Money which he owes & from him unjustly
detains as is fully set forth in the Declaration on File &c
The Plff appears & the Deft the three Times called to come into Court
makes Default of Appearance here — Wherefore it is considered by
the Court that Pl. Warner do recover against Def. Wesley Six pounds six
shillings & seven pence lawful Money Damages & Costs of Suit taxed at
£1..19..3 & thereof &c
Exon isd Jan. 30. 1792.

Seth Stannard of West Springfield in the County of Hampshire Yeoman Pltff v. Justus Lyman of Northampton in the same County Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on file &c — Stannard v Lyman No. 10.

The said Parties appear & agree to refer this Case together with a Note of hand given by said Stannard to Lyman & Mather & Co., to the Judgment & Determination of Noah Goodman & Capt David Smith & William Pynchon Esqrs. the award of them or any two of them to be final to be returned into this Court & Judgment to be made upon & execution issued according to ly — While s.d Agreement of the s.d Parties is made a Rule of this Court until the third Tuesday of May next

Joseph Hatch of Holland in the County of Holland & State of Connecticut Yeoman Pltff v. John White of Milton in the County of Suffolk Husbandman Deft in a Plea of Trespass on the Case, as is at large set forth in the Declaration on file &c — The Pltff appears by George Bliss Gent.r his Att.y & the Deft by Wm Eby Gent.r his Att.y comes & defends &c & for Plea says the Pltffs Declaration aganist him & the Matters therein contained are insufficient in Law &c & for Want of a sufficient Declaration, he prays Judgment & his Costs to be adjudged to him reserving Liberty to alter his Plea or plead anew on the Trial of the Appeal — And the Pltff consenting to the above Reservation says his Plea is sufficient — While Premises being seen & by the Court understood, it appears to the Court that the Plea of the s.d John is in insufficient Answer to the Declaration of the s.d Joseph & ought not to preclude s.d Joseph from having & maintaining his Action Therefore it is considered by the Court that the s.d Joseph do recover against the s.d John Thirty one pounds & eighteen shillings Lawf.l money Damages & Costs of Suit taxed at £ — Whereupon s.d John by Isr. Taylor Gent.r his Att.y appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County County of Hampshire on the last Tuesday of April next & he recognizes with Sureties as the Law directs for s.d John prosecuting his said Appeal with Effect &c — Hatch v White No. 11

Thomas Norton of Springfield in the County of Hampshire Paper maker Pltff v. John Wing of Conway in the same County Husbandman Deft in a Plea &c as is at large set forth in the Declaration on file &c — The Pltff being three Times called to come into Court is Nonsuited & the Deft dismissed — Norton v Wing No. 12

Jesse Ashman & Samuel Sloper both of Blanford in the County of Hampshire Esqrs. Pltffs v. Isaac Cook of Southwick in the same County Esq. Deft in a Plea of Trespass on the Case for not paying them £29.5.0 Lawf.l Money worth of Note &c according to his Note dated April 18th 1791 as is more fully set forth in the Declaration on file &c to their Damage eighty pounds — The said Parties appear & agree that this Case be continued to the next Term & Judgment then to be given — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Ashman & al v Cook No. 13.

David Robinson of Granville in the County of Hampshire Trader Pltff v. Joseph Coe of the same Granville Yeoman Deft in a Plea of the Case for not paying him £6.15.9 according to his Note dated Feb.y 26. 1789 to his Damage Ten pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Robinson v Coe No. 14

Pomeroy vs Chandler No. 15.

Josiah Pomeroy of Warwick in the County of Hampshire Innholder Plff vs Clark Chandler late of Colrain in the same County Trader Deft in a Plea of the Case for not paying him twelve pounds sixteen shillings lawful Money to ballance Accounts according to the Schedule annexed to the Writ on file to his Damage twenty pounds — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next —

Farrand vs Dalrymple No. 16.

Daniel Farrand of Newbury in the County of Orange & State of Vermont Attorney Plff vs David Dalrymple Junr. of Colrain in the County of Hampshire Yeoman Deft in a Plea of the Case for not paying him seven pounds ten shillings & five pence L.M. being the Ballance of an Account annexed to the Writ to his Damage fifteen pounds — The Plff appears & the Deft being three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Daniel do recover against the said David Seven pounds ten Shillings & five pence lawful Money Damages & Costs of Suit taxed at £2..2..7 & thereof &c — Execution if Demanded Mar 8. 1792

Dickinson & al Exrs vs Newhall No. 17

Elijah Dickinson & Elias Dickinson both of Hatfield & Obadiah Dickinson of North field all in the County of Hampshire Gentlm Executors of the last Will & Testament of Obadiah Dickinson late of S.d Hatfield dec.d Plff vs Jonathan Meacham of Northfield in the same County Gentlm Deft in a Plea of the Case for the S.d Jonathans not paying the Plff £13..13..2 L.M. & the Interest according to his Note, to their Damage thirty pounds — The Plff appear & the Deft being three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the S.d Elijah Elias & Obadiah in their said Capacities do recover against the said Jonathan Eighteen pounds five shillings & eight pence lawful Money Damages & Costs of Suit taxed at £2..0..3 & thereof &c — Execution if Demanded Mar 8. 1792

Healey vs Butler No. 18

Ezra Healey of Winchester in the County of Cheshire & State of New Hampshire Cordwainer Plff vs Robert Butler of Greenfield in the County of Hampshire Yeoman Deft in a Plea of the Case for not paying the Plff Four pounds according to his Note dated October 15th 1790 to his Damage eight pounds The Plff appears & the Deft being three Times called to come into Court makes Default of Appearance here Wherefore it is considered that S.d Ezra do recover against the said Robert Four pounds six shillings L.M. Damages & Costs of Suit taxed at £2..0..1 & thereof &c — Execution if Demanded Mar 8. 1792

Lyon vs Stevens No. 19

William Lyon & Wood Stock in the County of Windham & State of Connecticut Yeoman Plff vs Martin Stevens of Warwick in the County of Hampshire Gentlm Deft in a Plea of the Case for his not paying the Plff thirteen pounds four shillings & nine pence lawful according to his Note dated Sept 30. 1790 to his Damage thirty pounds — The Parties appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next —

Grear vs Bowman No. 20.

James Grear of Leverett in the County of Hampshire Husbandman Plff vs William Bowman of Leverett in the same County Gentlm Deft in a Plea of the Case for his not paying him Fifty pounds thirteen shillings & six pence according to his promise by a Note dated Mar 27th 1787 to his Damage Seventy pounds — The Parties appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next —

Spafford vs Miller No. 21

Thomas Spafford of Williamsburgh in the County of Hampshire Farmer Plff vs Cyrus Miller of the same Williamsburgh Yeoman Deft in a Plea of the Case for not paying according to his Declaration on File — The Plff being three Times called in Nonsuit — the Deft appears & moves for his Cost &c — And it is considered that S.d Cyrus do recover against S.d Thomas his Costs taxed at £1..5..2 & thereof &c — Execution if Demanded Feb 3d 1792

Ruel Ruggles of Leyden in the County of Hampshire Trader & Eleazer Lyman & Daniel Mather both of Northampton in the same County Bricklayers Debt in a Plea of the Case &c. in a Plea of Trespass on the Declaration on the Files of this Court — The Parties appear and agree that this Case be continued to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Ruggles v. Lyman & al. No. 22

Philip Hays of Otsego in the County Otsego & State of New York Yeoman Plff. v. Ebenezer Forster Trader of Southwick in the County of Hampshire Yeoman Deft. in a Plea of the Case for not paying the Plff. five hundred eighty shillings & two according to his Note dated April 30. 1790 — to his Damage Ten Pounds — The Parties appear & agree to a Continuance of this Case to the next Term, and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Hays v. Forster No. 23

William Mann of Palmer in the County of Hampshire Yeoman Appellant v. Abigail Scott of the same Palmer Gentlewoman Appellee from the Judgment of Samuel Mather Esqr. Justice &c. in which Case the said William was Plff & the said Abigail Deft in a Plea &c as is at large set forth in the said Justice Copys on File &c — The Parties appear & agree to refer this Case to the Determination of David King Aaron Merrick & Samuel Shaw the Award of them or any two of them to be returned into this Court Judgment to be made upon & Execution issued accordingly — which said Agreement is made a Rule of this Court and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Mann Appellt v. Scott Appellee No. 24

Sanford Thompson of Blanford in the County of Hampshire Yeoman & William Thompson of the same Blanford Executors of the last Will &c of John Thompson decd Parties in a Rule of Reference entered into & acknowledged agreably to the Statute in such Case made & provided &c — The Referees by the said Parties chosen now send into Court their Award Viz. That the said William in his said Capacity pay said Sanford Twenty four pounds thirteen Shillings & four pence, & also Six pounds three Shillings & six pence Costs of Reference & Costs of Court to be taxed by the Court &c — which said Award is accepted & it is considered by the Court that said Sanford do recover against said William in his said Capacity Twenty four pounds thirteen Shillings & four pence of Damages Money & Costs of Reference & Court after deducting £4.10.00 paid to the Referees by said William & so certified & taxed at £2.14.10 & Execution — Econ. 28 May 1792

Thompson v. Thompson No. 25

Thomas Hall of Granville in the County of Hampshire Blacksmith & Ebenezer Barlow of the same Granville Yeoman Parties in a Rule of Reference by them entered into & acknowledged & the Statute in such Case made, &c — The Referees now send into Court their Award Viz. That said Thomas do recover of said Ebenezer Six pounds fourteen shillings & three pence & no Damages & Costs of Reference being Two pounds four shillings & four pence — which said Award is accepted and it is considered by the Court that said Thomas do recover against said Ebenezer Six pounds fourteen shillings & three pence Damages Money & Costs of Court & Reference taxed at £2.8.8 & Execution

Hall v. Barlow No. 26

Edward Upham of West Springfield in the County of Hampshire Clerk Plff. v. The Inhabitants of the Second Parish in West Springfield a Precinct Deft in a Plea of the Case for their not paying him £1 per Sab. & £ for so much Money had & rec'd &c. to his Damage Seventy pounds The Plff appears & the Deft the Same Parish

Upham v. Second Parish in West Springfield No. 27

Defendt appearance here Wherefore it is considered by the Court that the said Edwards do recover against the said Defdt Seventeen pounds three shillings & five pence one farthing lawful Money Damages & Costs of Suit taxed at £17.8.6 & Paroff &c — Execon ff April 14. 1792 —

Bull vs Bissell No. 28.

Hezekiah Bull of Hartford in the County of Hartford & State of Connecticut Merchant Plff vs William Bissel of Greenfield in the County of Hampshire Yeoman Defdt in a Plea of the Case for his not paying Pltff Hezekiah £12.0.0 according to his Note dated October 26. 1790. & his Damage eighteen pounds — The Plff appears & the Defdt tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Hezekiah do recover against Wm Thirteen pounds seven shillings & six pence lawful Money Damages & Costs of Suit taxed at £2.7.5 & Paroff &c — Execon ff Jan 30. 1792 —

Bull vs Lawson No. 29 —

James Bull of the City & County of Hartford & State of Connecticut Merchant, Plff vs Edmond Lawson of Montague in the County of Hampshire Gentn Defdt in a Plea of the Case for his not paying Pltff Twenty five pounds & Interest according to his Note dated April 27. 1790 — & his Damage eighty pounds The Parties appear and agree to a Continuance of this Case to the next Term & Judgment then to be final — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next —

Byers & al vs Cannon No. 30

James Byers William Smith of Springfield Gentn Thomas Durgin of said Springfield Esqr & Josiah Durgin of Westbrooke County of Berkshire Gentn Plffs vs William Cannon of Blanford in the County of Hampshire Yeoman Defdt in a Plea of the Case for his not paying them Twenty pounds nine Shillings & one penny according to his Note dated Feby 1st 1791 & their Damage Twenty pounds — The Plffs appear & the Defdt tho three Times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the said Plffs do recover against the said Cannon Eighteen pounds nine shillings & five pence of lawful Money Damages & Costs of Suit taxed at £3.0.0 & Paroff &c Execn ff Jan 30. 1792.

Church vs Colton No. 31

Moses Church of Springfield in the County of Hampshire Gentn Plff vs John Colton of the same Springfield Gentn Defdt in a Plea of the Case for not paying him Thirty pounds two shillings & one ball the Ln & Schedule whereof is annexed to the Writ on File &c & his Damage fifty pounds — The Plff appears & the Defdt tho three Times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the sd Moses do recover against the sd John Twenty eight pounds one shilling & one penny lawful Money Damages & Costs of Suit taxed at £2.10.0 & Paroff &c — Execon ff Jan 28. 1792 —

Chapin vs Porter & al No. 32.

Luther Chapin of Belchertown in the County of Hampshire Yeoman Plff vs Elisha Porter of Hadley in the same County Esqr & Sheriff of the said County Defdt in a Plea &c as is at large set forth in the Declaration on File &c — The said Parties appear and on the Motion of the Plff it is considered by the Court that this Case be continued to the third Tuesday of May next without Costs to the Plff in the Continuance & that the Plff may amend his Writ &c —

Springfield vs Porter & al No. 33

The Inhabitants of the Town of Springfield in the County of Hampshire Plffs vs Elisha Porter of Hadley in the same County Esqr Sheriff of the said County Defdt in a Plea of Debt as is at large set forth in the Declaration on File &c — The Plffs appear & the Defdt tho three Times publicly called to come into Court makes Default of appearance here & therefore it is considered by the Court that the Plffs do recover against the sd Elisha Ten pounds nine shillings & eleven pence of lawful Money Damages & Costs of Suit taxed at £2.0.0 & Paroff &c Execn ff Feb 20. 1792 —

Dwight
vs
Miller Ex^tr
No. 34

Warriner
vs
Perry
No. 35

Isaac Warriner of Springfield in the County of Hampshire Yeoman Pltff vs Charles Perry of Wilbraham in the same County Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on File &c. The Parties appear & on the Motion of the Deft it is considered that the said Parties have Day here in Court until the third Tuesday of May next

Rogers
vs
Smith & al
No. 36

William Rogers of Greenwich in the County of Hampshire Husbandman Pltff vs Jonathan Smith Yeoman & Reuben Smith Inn^r Yeoman both of South Hadley in the County aforesaid Defts in a Plea of the Case for their not paying to William Seventeen pounds according to their Note dated October 14th 1790 to his Damage twenty five pounds — The Pltff appears & the Defts the three times called to come into Court make Default & appearance here Wherefore it is considered by the Court that the Pltff do recover against the Defts Seventeen pounds sixteen shillings & three pence & two Damages & Costs of Suit taxed at £1.9.9 & Mittimus &c

Execution Jan 30. 1792

Lathrop & al
vs
Purchase Adm^r
No. 37

Joseph Lathrop of West Springfield in the County of Hampshire Clerk & Elisabeth Dwight of Springfield in the County aforesaid Gentlewoman Pltffs vs Jonathan Purchase Yeoman Administrator on the Estate of Jonathan Purchase late of West Springfield aforesaid dec^d Deft in a Plea that he render their One hundred & nine pounds one shilling & three pence lawful Money which from their he unjustly detains to their Damage two hundred pounds as is more fully set forth in the Declaration on File &c. The Pltffs appear & the Deft the three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Joseph & Elisabeth do recover against the said Jonathan ye Adm^r in his said Capacity One hundred twenty four pounds six & eleven pence lawful Money Debt & Costs of Suit taxed at £ & Mittimus &c

Hammond
vs
Stevens & al
No. 38

Phineas Hammond of Orange in the County of Hampshire Husbandman Pltff vs Martin Stevens of Warwick in the County aforesaid Husbandman & Isaac Allen of Orange aforesaid Husbandman Defts in a Plea of the Case for their not performing their Promise according to their Note to him dated April 23 1790 to the Damage of said Phineas Forty pounds &c. The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Gregory & al
vs
Bardwell
No. 39

Isaac Gregory & Jonathan Holman both of Templeton in the County of Worcester Yeomen Pltffs vs Jonathan Bardwell of Belchertown in the County of Hampshire Yeoman Def^t in a Plea of the Case as is at large set forth in the Declaration on File &c. The Parties appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Dexter vs Thayer No. 40

Benjamin Dexter of Orange in the County of Hampshire Yeoman Pltff vs Levi Thayer of Weston in the County of Middlesex Trader Deft in a Plea of the Case as is alledged set forth in the Declaration on File &c — The Parties appear and agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Hodden vs Cowls No. 41

Sarah Hodden alias Hoddson alias Hodders of Amherst in the County of Hampshire Spinster Pltff vs David Cowls of the same Amherst Yeoman Deft in a Plea wherein Pltff Sarah demands against Deft David a Tract of Land in Amherst aforesaid as is fully described in the Declaration on File &c The Parties appear & on the Motion of the Deft it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Ebenezer Bolkwood vs John Bolkwood No. 42

Ebenezer Bolkwood of Amherst in the County of Hampshire Gent. Pltff vs John Bolkwood late of said Amherst Yeoman Deft in a Plea of the Case, for not paying him sundry Sums of Money according to two Notes of Hand & the Ballance Account, to the Damage of Pltff Ebenezer Twenty Pounds — The Pltff appears & moves for a Continuance of this Case on account of the Deft's being out of the State & it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Bolkwood vs Abbey No. 43

William Bolkwood of Amherst in the County of Hampshire Yeoman Pltff vs Samuel Abbey of Amherst aforesaid Yeoman Deft in a Plea of the Case for his not paying him £6.8.0 according to his Note dated April 18th last to his Damage ten pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pltff William do recover against Deft Samuel Six pounds four shillings & five pence Lawful Money Damages & Costs of Suit taxed at £1.9.0 & Execution &c. Execution issued Feb 3d 1792 -

Howe vs Hindale No. 44

Esther Howe of Belchertown in the County of Hampshire Widow Pltff vs Ariel Hindale of Granfield in the same County Yeoman Deft in a Plea of the Case for his not paying him £5.18.6 according to his Note dated Dec. 20 1790 to her Damage fifteen pounds The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Esther do recover against the Deft Ariel Five pounds nineteen shillings & ten pence Lawful Damages & Costs of Suit taxed at £1.12.0 — Whereupon the Deft in his own Person appears & appeals from the Judgment of this Court to the Supreme Judicial Court to be held at Northampton in & for said County on the last Tuesday of April next & he recognizes with Sureties for his prosecuting the same to effect &c —

Nathaniel Smith vs John Smith No. 45

Nathaniel Smith of Pelham in the County of Orange & State of Vermont Yeoman Pltff in a Plea of Entry upon Disseizin in the Per wherein Pltff Nathaniel demands against Deft John a certain Tract of Land with the appurtenances lying on Grants aforesaid as is fully set forth in the Declaration on File &c — The Pltff appears & the Deft also comes & moves that this Case may be continued to the next Term of this Court & pleads non est factum &c — And at this Term Thomas Fields comes into Court & takes upon himself the Defence of the Suit & the same is ordered by the Court that the said Parties have Day here in Court untill the third Tuesday of May next

Enos Baker of Amherst in the County of Hampshire Yeoman Pltff and
Andrew Carnagee late of Amherst aforesaid Yeoman Deft in a Plea of the
Case for his not paying to Enos £7.15.0 Lawful according to his note of
hand dated April 8th last to the Damage of said Enos Wager pounds
The Pltff appears & the Deft tho three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by the
Court that said Enos do recover against the said Andrew Eighty pounds five
Shillings & eight pence Lawful Damages & Costs of Suit taxed at £1.18.4
& Pltff &c

Execution issued Feb 4 A.D. 1792 —

Baker
vs
Carnagee
No 46

Jeremiah Cody of Shutesbury in the County of Hampshire Yeoman
Pltff vs. Obed Hunt late of the same Shutesbury Yeoman Deft in a
Plea of Trespass &c as is at large set forth in the Declaration on
File &c The Pltff being three Times called in Court tho Deft appears
& moves for his Costs — And it is considered by the Court
that said Obed do recover against said Jeremiah his Costs taxed at Six
pound eight Shillings & six pence & Pltff &c

Cody
vs
Hunt
No 47

William Bolkwood of Amherst in the County of Hampshire
Yeoman Pltff vs. John Bolkwood of the same Amherst Yeoman Deft
in a Plea of Covenant broken, as is fully set forth in the Declara
tion on File &c The Pltff appears & moves for a Continuance of this
Case the Deft being out of the State — And it is considered by the
Court that the said Parties have Day here in Court until the third
Tuesday of May next

W Bolkwood
vs
J Bolkwood
No 48

William Bolkwood of Amherst in the County of Hampshire Yeoman
Pltff vs. John Bolkwood late of said Amherst Yeoman Deft in a
Plea of the Case for not paying him £6.7.9 according to his Receipt
&c to the Damage of said William Ten pounds — The Pltff appears &
moves for a Continuance of this Case to the next Term the Deft being
out of the State — And it is considered by the Court that the said
Parties have Day here in Court until the third Tuesday of May
next

Same
vs
Same
No 49

Isaac Marshall of Amherst in the County of Hampshire Yeoman Pltff
vs. Obed Hunt of Shutesbury in the same County Yeoman Deft in a
Plea of the Case for his not paying said Isaac three Notes of hand to
the Damage of said Isaac eighteen pounds The Pltff appears & moves
for a Continuance of this Case to the next Term the Deft being out
of the State — And it is considered by the Court that the said
Parties have Day here in Court until the third Tuesday in
May next

Marshall
vs
Hunt
No 50

Smith
vs
Ingram
No 51

Cutler vs Shearer Sal No. 52

Converse Father of Wm Abraham in the County of Hampshire Gent. Pltff vs. Joseph Shearer of Palmer in s County Gent. & Wallis Little of Shirley in the County of Middlesex Yeoman Defts in a Plea of the Case as is at large set forth in the Declaration on File &c — The Pltff appears by Simeon Strong Esq. his Atty & the said Wallis & Joseph come & defend &c & for Plea say they never promised in Manner & Form as the Pltff in his Declaration hath alledged & thereof put themselves on the Country — And the s Converse reserving Liberty to waive this Demurrer & join the general Issue on the Third of the Appeal & agreeing to be precluded from a Review of the Cause says that the Plea of the said Joseph & Wallis is insufficient — And the said Joseph & Wallis say their Plea is sufficient, consenting to the above Reservation — The Pltff also agreeing that there be no Review on his part all which being seen & by the Court understood it appears to the Court that the Plea aforesaid of the said Wallis & Joseph by them pleaded & the Matter therein contained is a full & sufficient Answer to the Pltffs Declaration. & that he the s Converse ought not to have & maintain his s Action therefore it is considered that s Converse by his Plea aforesaid do recover Nothing but that for his ground of Claim be in Mercy &c & it is further considered that the said Wallis & Joseph do recover against the s Converse their Costs taxed at £2-9-0 Whereupon the s Converse by his said Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for s Converse prosecuting the same to Effect &c

Stimb vs Bispel No. 53.

Thomas Stimb of Glastenbury in the County of Hartford & State of Connecticut Yeoman Pltff v Jonathan Marsh Bispel of Montague in the County of Hampshire Husbandman Deft in a Plea of the Case for not paying him £5. 2 mo according to his Note dated October 10th last to the Damage of s Thomas Seven pounds — The Parties appear & agree to a Continuance of this Case to the next Term Judgment then to be final And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Pltff vs Colton No. 54

Alexander Pltff of Springfield in the County of Hampshire Yeoman Pltff vs John Colton of the same Springfield Gent. Deft in a Plea of the Case as it at large set forth in the Declaration on File &c — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance in Court — Wherefore it is considered by the Court that said Alexander do recover against s Colton Sixteen pounds s mo Damages & Costs of Suit taxed at £2 1s 5d & thereof &c Exn. pr Ran 30. 1792

Pitts vs Wright No. 55

William Pitts of Boston in the County of Suffolk Esq. Pltff vs Nathan Wright of Chesterfield in the County of Hampshire Husbandman Deft in a Plea &c as is at large set forth in the Declaration on File &c. The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s William do recover against said Deft

and also Costs of Court taxed at £2-15-7 & thereof &c

Morley vs Taylor No. 56.

Mary Morley of Westfield in the County of Hampshire Gent. Pltff vs James Taylor of the same Westfield Esq. Deft in a Plea of the Case for not paying him & Mortgage according to his Note dated on April 18. last to the Damage of s Mary Twenty pounds — The Parties appear & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s Mary do recover against s James Eighty one pounds Twelve shillings & twelve pence lawful money Damages & Costs of Suit taxed at £3-3 & thereof &c

Exn. pr Ran 30. 1792

Phiny Moseley of Westfield in the County of Hampshire Gent. Pltff in Plea
vs. Zachariah Bush Junr. of the same Westfield Gent. Deft in a Plea of the
Case for the sd Zachariah not paying sd Phiny £31.80 Lawful according
to his Note dated March 1st last to his Damage Forty pounds — The
Pltff appears & the Deft the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court
that the said Phiny do recover against the sd Zachariah Thirty three pounds
two shillings & seven pence £ Lawful Damages & Costs of Suit taxed at
£1 0s 3d 3 & Mittimus &c — Exd. ifs Jan. 30th 1792 —

Moseley vs Bush No. 57.

Abel Whitney of Westfield in the County of Hampshire Gent. Pltff vs
Thomas Day of West Springfield in the same County Gent. Deft in a
Plea of the Case for the sd Thomas's not paying sd Abel One hundred &
thirty pounds 6/20 £ Lawful according to his Note dated June 7. 1789 —
to the Damage of said Abel One hundred & fifty pounds —
The Pltff appears & the Deft the three Times called to come into Court
makes Default of Appearance in Court Wherefore it is considered
by the Court that sd Abel do recover against sd Thomas One hundred &
nine teen pounds six shillings & two pence Lawful Money Damages &
Costs of Suit taxed at £1 2s 3 — After which sd Thomas by Jno.
Hooker Esqr his Attorney & appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at Northampton
in & for the County of Hampshire on the last Tuesday of April next
& he recognizes with Surety for sd Thomas's prosecuting his said
Appeal with Effect &c —

Whitney vs Day No. 58

William Phillips of Boston in the County of Suffolk Esq. Pltff vs.
Israel Dewey & Abner Fowler both of Westfield in the County of
Hampshire Yeomen Defts in a Plea of the Case for their not
paying him £102 — & Interest according to their Note dat
ed June 25. 1790 to his Damage One hundred & thirty pounds —
The Pltff appears & the Defts the three Times called to come into Court
make Default of Appearance here Wherefore it is considered by the
Court that sd William do recover against the sd Israel & Abner One
hundred & eleven pounds thirteen shillings & twelve pence £ Lawful Dam
ages & Costs of Suit taxed at £2 1s 12s 3 & Mittimus &c Exd. ifs Jan 30. 1792

Phillips vs Dewey & al No. 59

William Phillips of Boston in the County of Suffolk Esq. Pltff vs.
Silas Fowler of Southwick in the County of Hampshire Gent. Deft in a
Plea of Ejectment &c as is at large set forth in the Declaration on
File &c. The Pltff appears & the Deft the three Times called to come in
to Court makes Default of Appearance here Wherefore it is considered
by the Court that sd William do recover against sd Silas Judgment for
his Possession of the demanded Premises unless sd Silas shall in two
months pay sd William
£ Lawful Damages & Costs of Suit taxed at £2 1s 10 7/8 Writ of Poss. ifs Aug 14 1792

Same vs Fowler No. 60

William Phillips of Boston in the County of Suffolk Esq. Pltff vs. Silas
Fowler of Southwick in the County of Hampshire Gent. Deft in a Plea
of Ejectment &c as is at large set forth in the Declaration on File &c
The Pltff appears & the Deft the three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court that
the sd William do recover against the sd Silas Judgment for his Possession
of the Lands demanded unless sd Silas shall in two months pay
said William Forty pounds nineteen shillings & nine pence
£ Lawful Damages & Costs of Suit taxed at £2 1s 3 7/8 —
Writ of Poss. ifs Aug 14. 1792 —

Same vs Same No. 61

Lombard vs Porter Esqr. No. 62

Daniel Lombard of Springfield in the County of Hampshire Yeom. Plff vs. Elisha Porter of Hadley in the County aforesaid Esqr. Deft in a Plea of the Case &c as is at large set forth in the Declaration on file — The Plff appears & the Deft tho' three times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that Daniel do recover against s^d Elisha Eighty pounds seven shillings & seven pence Lawf. Damages & Costs of Suit taxed at £ 1.16.5 & thereof &c

Execution Mar. 1. 1792

Stow Admr. vs Tuttle No. 63.

Eden Stow Administrator on the Estate of Elisha Stow late of Granville in the County of Hampshire Yeom. dec^d Plff vs. Elijah Tuttle of Middleton in the County of Middlesex & State of Connecticut Cooper Deft in a Plea of the Case as is at large set forth in the Declaration on file &c — The Plff appears & the Deft by George Plff his Att. comes & confesses Judgment for the Amount of the Note declared on — And thereupon it is considered by the Court that s^d Eden do recover against s^d Elijah Fourteen pounds fifteen shillings & eighth pence Lawf. Damages & Costs of Suit taxed at £ 1.18.9 & thereof &c

Execution Jany. 30. 1792

Fowler vs Chamberlain No. 64

David Fowler of Southwick in the County of Hampshire Gent. Plff vs. Ephraim Chamberlain of the same Southwick Gent. Deft in a Plea that to him he render £5.-.- Cash which to the Plff he owes &c as is more fully set forth in the Declaration on file &c — The Plff appears & the Deft tho' three times publicly called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the s^d David do recover against s^d Ephraim Six pounds six shillings & one penny Lawf. Debt & Costs of Suit taxed at £ 1.5.6 & thereof &c

Execution Mar. 1. 1792

Ferry vs Warriner No. 65.

Charles Ferry of Wilbraham in the County of Hampshire Gent. Plff vs. Isaac Warriner of Springfield in the County aforesaid Mason & Hunter of the last Will &c of Rachel Ferry late of s^d Wilbraham dec^d Deft in a Plea of Trespass on the Case as is at large set forth in the Declaration on file &c — The Parties appear & agree to refer this Case to the Judgment & Determination of Wm. Pynchon Esqr. Capt. Thomas Stebbins & John Bellby the Lawful of them or any two of them to be final to be returned into this Court & Judgment to be made up and Execution issued accordingly — Which Agreement of the said Parties is made a Rule of this Court and it is considered that they have Day given in Court until the third Tuesday of May next

Phillips et al vs Baker & al No. 66

William Phillips of Boston in the County of Hampshire Esqr. Plff vs. Eben Baker Gent. Stephen Baker Yeom. & Abner Baker Yeom. all of Northampton in the County of Hampshire Defts in a Plea of the Case for that whereas having him s^d Defts — Lawf. according to their Note dated Sept. 11. 1790 to the Demand of s^d William Eighty pounds — The Plff appears & the Defts tho' three times called to come into Court make Default of appearance here — Wherefore it is considered by the Court that the s^d William do recover against the s^d John Stephen & Abner Baker one pounds eighth shillings & seven pence Lawf. Damages & Costs of Suit taxed at £ 2.14.7 & thereof &c

Goodman vs French No. 67.

Noah Goodman of South Hadley in the County of Hampshire Esqr. Plff vs. Perkins French of Conway in the same County Gent. Deft in a Plea of the Case for the s^d Perkins not paying s^d Noah Ten pounds according to his Note dated April 6. 1790 to the Damage of s^d Noah Fifteen pounds — The Plff appears & the Deft tho' three times publicly called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the s^d Noah do recover against the s^d Perkins Eleven pounds one shilling & seven pence Lawf. Damages & Costs of Suit taxed at £ 1.8.7 & thereof &c

Execution Jany. 30. 1792

William Little of Boston in the County of Suffolk merch. Pltff vs. Little vs. White No. 68

Joseph White Junr. of South Hadley in the County of Hampshire Gent. Deft. in a Plea of the Case for his not paying to William £35-4-6 Lawful according to his Note dated Janry. 1788 — to the Damage of said Willi hain fifty pounds — The Parties appear and agree to a Continuance of this Case to the next Term, & that Judgment be then final. And it is considered by the Court that they have Day here in Court accordingly untill the third Tuesday of May next

Joseph Park of Hartford in the County of Hartford & State of Connecticut Park vs. Chas. Allen Gent. & Olivia Allen Heller both of Northampton merchant Pltff vs. in the County of Hampshire Deft. in a Plea of the Case for their not paying him £21 Lawful according to their Note dated Feb. 25 1791 to the Damage of said Joseph £25 — The Parties appear & agree to a Continuance of this Case to the next Term & that Judgment be then final — And it is considered by the Court that they accordingly have Day here in Court untill the third Tuesday of May next

Pinney vs. Page & Al. No. 70.

Ruda Pinney of Windsor in the County of Hartford & State of Connecticut Yeoman Pltff vs. Abraham Page late of Southwick in the County of Hampshire an absconding Debtor & Joseph Fox: wood of the same Southwick Yeoman Agents & Ps. Abraham Deft in a Plea &c as is at large set forth in the Declaration on File. The Pltff appears & the said Joseph being now three times called to come into Court makes Default of Appearance here — And it is considered by the Court that this Case be continued untill the third Tuesday of May next

Atwater vs. Lyman & Al. No. 71.

John Atwater of Westfield in the County of Hampshire merch. Pltff vs. Oliver Lyman Junr. late of Norwich in the County aforesaid an absconding Debtor & John Spencer Douglass of said Norwich Agent to said Oliver Deft in a Plea &c for not paying him £17-9-4 Lawful to the Damage of said John twenty pounds — The Pltff appears & it is considered by the Court that this Case be continued to the next Term the third Tuesday of May next

Whitney & al. vs. Dwight No. 72

Paul Whitney & Abel Whitney both of Westfield in the County of Hampshire Gent. Pltffs vs. Elijah Dwight of Great Barrington in the County of Berkshire Esq. Deft. in a Plea of the Case for their not paying them £44-7-1 with Interest according to his Note dated Sept. 1st last & their Damage fifty pounds — The Pltffs appear & the Deft. the three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the Pltffs do recover against the said Elijah Forty five pounds nine Shillings & one penny Lawful Damages & Cost of Suit taxed at £ 1 1 12 and after which the said Elijah by Thomas Gold his Attorney comes & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for said Elijah prosecuting the same to Effect &c

Noble vs. Dexter No. 73

Moses Noble of Washington in the County of Berkshire Yeoman Pltff vs. Samuel Dexter of Southwick in the County of Hampshire Yeoman Deft. in a Plea of Ejectment as is at large set forth in the Declaration on File. The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Day vs Buffington No. 74.

like Day of West Springfield in the County of Hampshire Gent. Plff. against Buffington of Worthington in the same County Gent. Deft. in a Plea of the Case as is at large set forth in the Declaration on File &c. The Parties appear and agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Cox vs Farmer No. 75.

James Cox Junr. of Cambridge in the County of Washington & State of New York Yeoman Plff. against William Farmer of Chester in the County of Hampshire Yeoman Deft. in a Plea of the Case for his not paying him £4.1.0 according to his Note dated March 10. 1790 to the Damage of £ James Seven pounds &c. The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Bailey Appt. vs Pitts Appd. No. 76.

William Bailey of Westfield in the County of Hampshire Yeoman Appellt. against Philip Pitts of the same Westfield Yeoman Appellee from the Judgment of Elon Ingersoll Esq. Justice Pacis in which Case the S. Philip was Plff. & S. William Deft. in a Plea of Trespass on the Case as is at large set forth in the Copy of the Case on file &c. The Parties appear & agree to a Continuance of this Case to the next Term And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Bush Appt. vs Colton Appd. No. 77.

Shearer Bush of Deerfield in the County of Hampshire Gent. Appellt. against Andrew Colton of Springfield in the same County Yeoman Deft. from the Judgment of John Williams Esq. Just. Pacis in which Case S. Shearer was Plff. & said Andrew Deft. in a Plea &c as is at large set forth in the Declaration on File &c. The said Parties appear and the 6 Jurors on their Jurors Oath are sworn & empannelled as the Statute requires being now sworn to try the Issue declare upon their Oath that they find the Appellee did not provide in Manner & Form as set forth in the Declaration — And thereupon it is considered by the Court that the S. Andrew do recover against the S. Shearer Six Costs taxed at £5.18.0 & Mandt. &c. Exeon. ist. Mar. 1792

Bliss vs Clark No. 78.

Samuel Bliss of St. Georges in the County of Charlotte & Province of New Brunswick Esq. & Alexander Clark of Shelburne in the County of Hampshire Parties in a Rule of Reference by them entered into & acknowledged before John Williams Esq. Just. Pacis — The Referees by them chosen who did into Court their Award Viz. That S. Samuel do recover against S. Alexander Eight hundred Dollars Damage & Costs of Reference taxed at Three pounds eight shillings & six pence & Costs of Court to be taxed by the Court signed David Sneed Benjamin Hills Calvin Referees — which said Award is accepted and it is considered by the Court that said Samuel do recover against the S. Alexander Eight pounds Lawful Damages & Costs of Reference & Costs taxed at £ 9.12.4

Smith Et vs White No. 79

Ebenezer Smith of Northampton in the County of Hampshire Esq. Plff. against Jonathan White of Rowe in the same County Yeoman Deft. in a Plea of the Case as is at large set forth in the Declaration on File &c. The Plff. appears & the Deft. tho' three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that S. Ebenezer do recover against the said Jonathan £13.9.10 Lawful Damages & Costs of Suit taxed at £ 1.13.1 & Mandt. &c. Exeon. ist. Feb. 9th 1792

Foster vs Hanson No. 80.

Daniel Foster of Greenfield in the County of Hampshire Yeoman Plff. against Hazael Hanson of Deerfield in the County aforesd. Deft. in a Plea of the Case as is at large set forth in the Declaration on File &c. The Plff. appears & the Deft. tho' three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the said Daniel do recover against the S. Hazael Five pounds fifteen shillings & Costs of Suit taxed at £ [illegible] & Mandt. &c. Exeon. ist. Feb. 2d. 1792

The Inhabitants of Charlemonth in the County of Hampshire Pltffs vs. Walter Every late of s^d Charlemonth an absconding Debtor & Jonathan Stebbins of the same Charlemonth Gent^n Agent & Debtor to s^d Walter Deft in a Plea &c as is at large set forth in the Declaration on File &c — The Pltffs appear & the s^d Jonathan being now three Times called to come into Court makes Default of Appearance here — And it is considered by the Court that this Case be continued to the third Tuesday of May next

Inhabitants of Charlemonth vs Every & Stebbins No. 81

David Dalrymple of Colrain in the County of Hampshire Yeoman Pltff vs Arthur Clark of s^d Colrain Yeoman an absent & absconding Debtor & James Stuttevant William Gragg & Peter Green all of Colraine aforesaid Yeomen Agents &c to said Arthur Clark in a Plea &c as is at large set forth in the Declaration on File &c — The Pltff appears & the s^d Gragg also comes & being sworn declares upon his Oath that he had at the time of the Service of the Writ one Cow & a Lasting Calf which he had contracted to deliver s^d Clark ye last of next October with another Calf to be three or four months old at that time if the Cow & Calf should live till that Time &c — And the s^d Stuttevant also comes & being sworn declares upon his Oath that he took a Cow from Arthur Clark to keep & promised to deliver him as good a Cow at the end of three Years with two Calves one of them a Year old past & the other a Spring Calf &c — Also the s^d Green comes & being sworn declares that in Sepr 1789 he took a Cow from s^d Clark to keep & promised to deliver him as good a Cow at the end of three Years with two Calves one of them one Year old past & the other a Spring Calf or one Calf two Years old past as he should choose — And it is considered by the Court that this Case be continued to the third Tuesday of May next

Dalrymple vs Clark & Als^g No. 82

Elisha Ransom of Shelburne in the County of Hampshire Gent^n Pltff vs. Thomas Warner of Ashfield in the same County Gent^n Deft in a Plea of the Case as is at large set forth in the Declaration on File &c — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next &c

Ransom vs Warner No. 83

Joseph Hastings of Greenfield in the County of Hampshire Yeoman Pltff vs. Jacob Price of the same Greenfield Yeoman Deft in a Plea of Covenant broken as is at large set forth in the Declaration on File &c — The Parties appear & agree to a Continuance &c And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Hastings vs Price No. 84

David Innes of Greenfield in the County of Hampshire Esqr Pltff vs Daniel Pickett & Samuel Pickett both of Greenfield aforesaid Yeomen Defts in a Plea of the Case as is at large set forth in the Declaration on File &c — The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that s^d David do recover against s^d Daniel & Samuel Fourteen pounds two Shillings & 10^d & two Damages & Costs of Suit taxed at £ 14. 18. 0 & three p^r &c

Execution iss^d Feby 27. 1792 —

Innes vs Pickett & al No. 85

Samuel Bliss of St Georges in the Province of New Brunswick Esqr Pltff vs. Paul Willard of Greenfield in the County of Hampshire Trader Deft in a Plea of Trespass as is at large set forth in the Declaration on File &c — The Pltff being three Times called to come into Court is Nonsuit the Deft departed & the Action is dismissed

Bliss vs Willard No. 86

Hanson vs Heaton No. 87.

Elisha Hanson of Shelburne in the County of Hampshire Gent. Pltff vs. James Heaton of the same Shelburne Gent. Deft in a Plea of the Case for not paying s. Elisha £10.12.0 according to his Note dated April 13th 1789 to the Damage of s. Elisha Ten pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that s. Elisha do recover against s. James Five pounds fourteen shillings & one penny £ Damages & Costs of Suit taxed at £1.19.5 & Execution Feb 27. 1792

Newcomb vs Hunt No. 88

Hezekiah Newcomb of Bernardston in the County of Hampshire Yeoman Pltff vs. Elisha Hunt of Northfield in the same County Gent. Deft in a Plea of the Case for his not paying s. Hezekiah £30.12.6 according to his Note dated Oct. 12th last to the Damage of said Hezekiah fifty pounds — The Pltff appears & the Deft the three Times called to come in to Court makes Default of Appearance here — Whereupon it is considered by the Court that s. Hezekiah do recover against said Elisha Thirty one pounds one shilling & eight pence £ Damages & Costs of Suit taxed at £2.1.11 & Execution May 2. 1792

Chandler vs Pomeroy No. 89

Clark Chandler of Colrain in the County of Hampshire Merch. Pltff vs. Josiah Pomeroy of Warwick in the same County Innkeeper Deft in a Plea of the Case for not paying him £10.7.6 according to his Note dated March 4th last to the Damage of s. Clark Thirty pounds — The Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

White vs Lucas No. 90

James White of Colrain in the County of Hampshire Yeoman Pltff vs. John Lucas of the same Colrain Yeoman Deft for his not paying the Pltff several Sums according to his Notes to his Damage forty pounds — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Hubbins vs Sheldon No. 91

Joseph Hubbins of Deerfield in the County of Hampshire Yeom. Pltff vs. John Sheldon of the same Deerfield Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on File &c The Parties appear & agree that this Case be continued to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Robinson vs Stone No. 92

Thomas Robinson of Windsor in the County of Berkshire Gent. Pltff vs. Josiah Stone of Colrain in the County of Hampshire Yeoman Deft in a Plea of Debt as is fully set forth in the Declaration on File &c The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s. Thomas do recover against the said Josiah £11.1.3 & Costs of Suit taxed at £1.17.5 & Execution May 18 1792

Bothwood vs Barnard & No. 93

Samuel Bothwood of Conway in the County of Hampshire Gent. Pltff vs. Samuel Barnard of Deerfield in the same County Esq. Deft in a Plea of the Case as is at large set forth in the Declaration on File &c The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s. Bothwood do recover against s. Barnard £4.7.3 & Costs Damages & Costs of Suit taxed at £1.15.10 & Execution Feb. 9th 1792

Williams vs Barnard & No. 94

Israel Williams of Hatfield in the County of Hampshire Gent. Pltff vs. Samuel Barnard of Deerfield in the same County Esq. Deft in a Plea of Trespass as is at large set forth in the Declaration on File — The Pltff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s. Israel do recover against the said Samuel £8.11.5 & Costs Damages & Costs of Suit taxed at £1.8.9 & Execution Feb. 27. 1792

Isaac Bacon of Woodbury in the County of Litchfield & State of Conn
ecticut Marble Plff v. Silas Hubbel of Montgomery in the County of
Hampshire Yeoman Deft in a Plea of the Case as is at large set forth in
the Declaration on File &c — The Parties appear & agree that this Case be
continued to the next Term, & that Judgment be then final — And it
is considered by the Court that they have Day here in Court until the
third Tuesday of May next

Bacon
v
Hubbel
No 95

Asa Grouch of Deerfield in the County of Berkshire Yeoman Plff. vs
Amiah May of Goshen in the County of Hampshire Yeoman Admr.
on the Estate of Margaret May late of sd Goshen dec'd Deft in a Plea
of the Case as is at large set forth in the Declaration on File &c —
The Parties appear & agree to a Continuance of this Case to the next Term
and it is considered by the Court that they have Day here in Court
until the third Tuesday of May next

Grouch
v
May Admr.
No 96.

Benjamin Olds Junr of Marlborough in the County of Windham & State
of Vermont Gentn Plff v. Eli Brown of Easthampton in the Coun
ty of Hampshire Husbandman Deft in a Plea of the Case for not pay
ing sd Benjamin Five pounds nine Shillings & four pence & nec'ss
ary to be promised by his Note dated October 14th last to his Damage Sev
en pounds The Plff appears & the Deft tho three Times called to
come into Court makes Default of Appearance here Wherefore it
is considered by the Court that sd Benjamin do recover against the
said Eli £5 11s 3 L'mo Damages & Costs of Suit taxed at £1 18s 5
2 Pence &c — Exon sp Feb 4 J. 1792

Olds
v
Brown
No 97

Benjamin Olds Junr of Marlboro' in the County of Windham & State
of Vermont Gentn Plff v. Silas Brown Junr of Easthampton in
the County of Hampshire Husbandman Deft in a Plea of the Case
for not paying sd Benjamin £5 - Gent L'mo according to his promise
by his Note dated October 14th last to the Damage of sd Benjamin
Seven pounds — The Plff appears & the Deft tho three Times called
to come into Court makes Default of Appearance here — Wherefore
it is considered by the Court that sd Benjamin do recover
against sd Silas £5 11s 3 L'mo Damages & Costs of Suit
taxed at £1 18s 5 2 Pence &c — Exon sp Feb. 3. 1792

Olds
v
Brown Junr
No 98

Abner Smith Junr of Chester in the County of Hampshire Gent Plff
v. Noble Dewey of Westfield Husbandman & Lisa Moor of sd Westfield Hus
bandman alias of Montgomery & Southwick Yeoman both in sd County of
Hampshire Defts in a Plea of the Case for not paying sd Abner Ten
pounds according to their Note dated August 24th last to his Dam
age Twelve pounds — The Plff appears & the Defts tho three Times called
to come into Court make Default of Appearance here Wherefore it
is considered by the Court that said Abner do recover against the sd
Noble & Lisa Ten pounds 4/6 L'mo Damages & Costs of Suit taxed
at £2 2s 4d 1 Whereupon the Defts by Joseph Lyman their Attn come
& appeal from the Judgment of this Court to the Supreme Judicial
Court to be holden at Northampton in & for the County of Hampshire
on the last Tuesday of April next & he recognizes with Sureties for their prosecu
ting their Appeal with Effects &c

Smith
v
Dewey & al
No 99

Edward Geles of Charlemont in the County of Hampshire Yeoman Plff.
v. Anthony Jones of Buckland in the same County Yeoman Deft in a
Plea of the Case for not paying sd Edward Seventy pounds according to
his negotiable Note dated January 12th last to his Damage £25 —
The Plff appears & the Deft also comes and they agree to a Continuance of
this Case to the next Term — And it is considered by the Court that they
have Day here in Court until the third Tuesday of May next

Geles
v
Jones
No 100

Shillaber vs Shillaber No. 181.

Joshua Shillaber of Chesterfield in the County of Hampshire Husbandman Pltff. Charles Shillaber of Windsor in the County of Berkshire Yeoman Deft. in a Plea of the Case for not paying him £12.10.0 according to his Note dated March 18th last to the Damage of said Joshua twenty pounds — The Parties appear & agree that this Case be continued to the next Term & that Judgment on the part of the Deft be final then — It is considered by the Court that they according have Day here in Court until the third Tuesday of May next —

Bonney & Phillips No. 182

Benjamin Bonney of Chesterfield in the County of Hampshire Esq. Pltff. vs Ezra Phillips of the same Chesterfield Yeoman Deft. in a Plea of the Case for not paying said Benjamin £15.13.11 according to his Note dated Jan. 17. 1785. to the Damage of said Benjamin twenty pounds — The Pltff appears & the Deft the Same Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that Pltff Benjamin do recover against said Ezra Six pounds 17/2 L.M. Damages & Costs of Suit taxed at £1.15.1 & Thereof &c.

Execution issued Feb. 9 1792

Eaton vs Warner No. 183

Simeon Eaton of East Town in the County of Rhinebeck Yeoman Pltff vs Obediah Warner of Hadley in the County of Hampshire Gent. Deft in a Plea of the Case for not paying him £50.0.0 L.M. according to promise &c to the Damage of said Simeon Eighty pounds — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Edwards vs Sheldon No. 184

Pierpoint Edwards of New Haven in the County of New Haven & State of Connecticut Gent. Pltff vs Selah Sheldon late of Southwick in the County of Hampshire Yeoman Deft in a Plea of the Case for not paying the Pltff £15. L.M. according to his Promise, to the Damage of the Pierpoint fifteen pounds — The Pltff appears & the Deft being out of the State it is considered by the Court that the Parties have Day here in Court until the third Tuesday of May next

Granger vs Sheldon No. 185

Gideon Granger Junr. of Suffield in Hartford County & State of Connecticut Gent. Pltff vs Selah Sheldon late of Southwick in the County of Hampshire Yeoman Deft for not paying him £15.6.2 L.M. according to his Promise, to the Damage of the Gideon £18 — The Pltff appears & the Deft being out of the State it is considered by the Court that the Parties have Day here in Court until the third Tuesday of May next

Beach vs Fitch No. 186

Robert Beach of Northampton in the County of Hampshire & Commonwealth State of the same Northampton Goldsmith Deft in a Plea of the Case for not paying him £5.0.0 & balance Account &c to the Damage of said Robert Ten pounds The Pltff appears & the Deft the same Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the Robert do recover against the Deft Samuel Five pounds six shillings & Seven pence L.M. Damages & Costs of Suit taxed at £0.18.11 & Thereof &c.

Execution issued Feb. 18. 1792

[illegible] vs [illegible] No. [illegible]

John Murray of the City & County of New York Merchant & Pltff in Error in the [illegible] Court of Common Pleas within and for the County of Hampshire vs Elisha Ingersoll of Southwick in the County of Hampshire Trader Deft in Error in a Plea of the Case for not paying the Pltff in Error Dollars of Spanish &c Silver Dollars Six hundred pounds — The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Commonwealth of Massachusetts vs. Abraham Layer of Williamsburgh in the County of Hampshire, Blacksmith Defdt in a Plea of Debt for not paying the Forfeiture of his Recognizance as is at large set forth in the Writ of Scire facias on File &c — Caleb Strong Esq. Atty for Pltff &c. comes into Court to prosecute this Suit &c. & the said Abraham the five Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Execution do issue against the said Abraham for levying the Sum of Twenty pounds to the Use of the Commonwealth & the Costs of Suit taxed at £1-10-0

Execution Feby 3d 1792

Commonwealth — Layer — No 108.

Commonwealth of Massachusetts vs Joshua Morton of Williamsburgh in the County of Hampshire Mason Defdt in a Plea of Debt for not paying £20 forfeited to the Use of the Commonwealth as is at large set forth in the Writ of Scire facias on File &c — Caleb Strong Esq. Atty for Pltff comes into Court to prosecute this Suit &c & the said Joshua being the five Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the said Joshua for levying the Sum of £20 to the Use of the Commonwealth & the Costs of Suit taxed at £1-10-11

Execution Feby 3d 1792

Same vs Morton — No 109

Commonwealth of Massachusetts vs. Joshua Morton of Williamsburgh in the County of Hampshire Mason Defdt in a Plea &c for not paying £20 forfeited to the Use of the Commonwealth as is at large set forth in the Writ of Scire facias on File &c — Caleb Strong Esq. Atty for Pltff comes into Court to prosecute this Suit &c & said Joshua the five Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against the said Joshua for levying the said Sum of £20 to the Use of the said Commonwealth the Costs of Suit taxed at £1-10-11 &c —

Execution Feby 3d 1792

Same vs Same — No 110.

Commonwealth of Massachusetts vs James Hunt of Williamsburgh in the County of Hampshire Yeoman Defdt in a Plea &c for not paying £10 forfeited to the Use of the Commonwealth as is at large set forth in the Writ of Scire facias on File &c — Caleb Strong Esq. Atty for Pltff comes into Court to prosecute this Suit & said Defdt James the five Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Execution do issue against said James for levying the said Sum of £10 to the Use of the Commonwealth & the Costs of Court taxed at £1-11-11 —

Execution Feby 3d 1792 —

Same vs Hunt — No 111

Hezekiah Fish of South Brimfield in the County of Hampshire Trader Pltff vs Reuben Munger of the same South Brimfield Yeoman Defdt in a Plea of the Case &c as is at large set forth in the Declaration on file The Parties appear & agree to refer this Case with all Demands, to the Judgment & Determination of William Spurden Esq & Zachariah Brown and Joseph Moffatt, the award of them or any two of them to be final to be returned to this Court & Judgment to be made up & Execution issued accordingly — While Arrangements is made a Rule of this Court & it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of May next

Fish vs Munger — No 112

Coffam
vs
Morgan
No. 113

William Coffam of Pelham in the County of Hampshire Yeoman Pltff vs Joseph Morgan late of Springfield in the same County Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on File &c. The Pltff being three Times called in Court with the Deft defaulted & the Action is dismissed.

McClanathan
vs
Howe
No. 114

Thomas McClanathan of Palmer in the County of Hampshire Gent. Pltff per Benjamin Howe of Belchertown in the same County Yeoman Deft for not paying to Thomas £13 according to his Note dated April 19. 1791 to his Damage thirty pounds. The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the Pltff Thomas do recover against the said Benjamin Howe ten pounds twelve shillings & 9d Lawful Damages & Costs of Suit taxed at £1.7.2 & thereof do execute this May 1st. 1792

Brown
vs
Dickson
No. 115

Moses Brown of Ware in the County of Hampshire Yeoman Pltff vs Ethamah Dickson of Ware aforesaid Husbandman Deft in a Plea of Trespass as is at large set forth in the Declaration on File &c. The Parties appear and agree that this Case be continued to the ensuing Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Bowen
vs
Thornton
No. 116

Solomon Bowen of Gloucester in the County of Providence & State of Rhode Island Gent. Pltff vs John Thornton late of Greenfield in the County of Hampshire Gent. Yeoman or Laborer Deft in a Plea of the Case for not paying to the Pltff £8.11.3 according to his Note dated October 7th 1786 to his Damage thirty pounds &c. The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Solomon do recover against said John £16.7.2 Lawful Damages & Costs of Suit taxed at £2.4.3 & thereof &c. Execution if not March 19. 1792

Pollard
vs
Ranson
No. 117

Shed & al Ex.
vs
Baker
No. 118

Isaac Shed of Concord in the County of Middlesex Husbandman & Polly Shed Executors of the last Will &c of Jonathan Wilder late of Lancaster dec. Pltff vs David Baker of Ware in the County of Hampshire Blacksmith Deft in a Plea of the Case for not paying to Jonathan £5.3.3 Lawful according to his Note dated June 20th 1787 to the Damage of the Pltff five pounds. The Pltff appear & the Deft the three Times called to come into Court makes Default of Appearance here & it is considered by the Court that the Case be continued for Judgment until the third Tuesday of May next.

Dana
vs
Hubbard
No. 119

John Dana of Pottery in the County of York Trader Pltff per Elias Hubbard of Northampton in the County of Hampshire Gent. Deft in a Plea of the Case for not paying him £12 according to Promise to the Damage of said Pltff ten pounds &c. The Parties appear & agree to continue this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next.

Mighill
vs
Hoff
No. 120

Thomas Mighill of Conway in the County of Hampshire Yeoman Pltff vs Ebenezer Hoff of Springfield in the same County Gent. & Thomas Dickson [illegible] Pltff [illegible] is at large set forth in the Declaration on File &c. The Defendants [illegible] Deft [illegible] Pltff [illegible]

the Country — And the Plff likewise — Leave is all the Time returned
view granted is sworn as the Estate remains to be Spent before they
find the Deft is wrongfully — & it is Stand Terms & Expense and
ground of this Court in this Case the said Parties appear in Their
own Proper & agree to refer the Case to the Determination of Thomas
Dwight & Pelatiah Tuft & Thomas White the Lawyers of them or
any two of them to be finally to be returned into this Court Judg-
ments to be made up & Execution issued according to Which
said Agreement is made a Rule of this Court & it is consider-
ed that they have Day here in Court until the third Tuesday
of May next

Phinehas Frary of Whately in the County of Hampshire Gent. Plff
vs. Asa Wait of Bernardston in the same County Yeoman Deft in a
Plea of the Case for not paying him £11-4-5 according to his Note
dated Octr 5. 1790 & the Damage of said Phinehas Thirteen pounds
The Plff appears & the Deft the Three Times called to come into
Court makes Default of Appearance & — Wherefore it is
considered by the Court that said Phinehas do recover against the
said Asa £11-4-5 Lawfl Damages & Costs of Suit taxed at
£1-13-7 & Thirty Six

Ex issued Jan. 30. 1792

Frary vs Wait
No 121

Moses Haiden of Conway in the County of Hampshire Physician
Plff vs. George Dickinson of the same County Yeoman Deft in a
Plea of the Case for not paying said Moses £8-2-4 according to
his Promise, to the Damage of said Moses Twelve pounds —
The Plff appears & the Deft the Three Times called to come into Court
makes Default of Appearance here — Wherefore it is considered
by the Court that P. Moses do recover against P. George £8-2-4 Lawfl
Damages & Costs of Suit taxed at £1-15-1 & Thirty Six

Ex issued Jan. 30. 1792

Haiden vs Dickinson
No 122

Seth Seeder of Conway in the County of Hampshire Yeoman Plff vs.
James Hickox Gent. & Elizabeth Hickox Yeoman both of Conway
aforesaid Defts in a Plea of the Case for not paying him £20
Lawfl according to their Note of hand dated March 14. 1791 & the
Damage of Seth Ten pounds — The Parties appear & agree to refer
the Case to the Determination of Elm Williams & David Sweat Esq.
& Elisha Billings the Award of them or any two of them to be final
to be returned into this Court & Judgment to be made up & Execution
issued accordingly, which Agreement of the said Parties is made a
Rule of this Court and it is considered that they have Day here in
Court until the third Tuesday of May next

Seeder vs Hickox & al
No 123

Elnathan Day of Conway in the County of Hampshire Gent. Plff vs.
Elisha Allis of Whately in the same County Yeoman Deft in
a Plea of the Case for not paying him £5-2-6 Lawfl according to
his Promise to the Damage of said Elnathan Six pounds — The
Plff & Deft appear & agree to a Continuance of this Case to the next
Term and it is considered that they have Day here in Court until
the third Tuesday of May next

Day vs Allis
No 124

Giles Frary of Conway in the County of Hampshire Gent. Plff
Reuben Wait Yeoman & Jonathan Allis Yeoman both of Whatley
in the same County Defts in a Plea of the Case for not paying him
£9-5-6-0 Lawfl according to his Note dated Octr 28 1790 to the Damage
of the said Giles Thirteen pounds — The Parties appear & agree to a Conti-
nuance of this Case to the next Term — and it is considered by the
Court that they have Day here in Court until the third Tuesday of
May next

Frary vs Wait & al
No 125

Giles Crosby
vs.
Ira Leal
No. 124

Humbly Ira Leal of Charlemont in the County of Hampshire that Artemas Ira Leal Silas Leal & Jeffe. King all of Charlemont upon and on Feb. 25 last sued out a Writ against him & his Property was attached & he summoned to appear at this Term to answer to Ruth Crosby & Pltfs have failed to enter & prosecute Suit, and therefore prays he may be allowed his Costs wherefore it is considered by the Court that Pl. Edward do recover against the said Artemas Leal & Jeffe his Costs taxed at £1 11 12 & thereof &c

Exon. issued Feb. 7. 1792

Munger
vs
Munger
No. 125

Darius Munger of South Brimfield in the County of Hampshire Gent. Pltff vs. Samuel Munger of the same South Brimfield Wheelwright Deft in a Plea of the Case for not paying him £9 16 8 according to his Note to the Damage of said Darius Twelve pounds — The Pltff appears & the Deft the three times called to come into Court makes Default of appearance here — And it is considered by the Court that this Case be continued for Judgment until the third Tuesday of May next

Bates
vs
Bates
No. 128

Cato Sanger of Monson in the County of Hampshire Husbandman Pltff vs Lemuel Bates of Brimfield in the same County Husbandman Deft in a Plea of the Case for not paying £10 Lmo according to his Note dated August 20. 1783 to the Damage of said Cato sixteen pounds — The Parties appear & agree to a Continuance of this Case to the next Term And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Shearer
vs
Smith
No. 129

Joseph Shearer of Palmer in the County of Hampshire Gent. Pltff vs Jo-shua Smith Innholder & Amasa Smith Gent. both of Pelham town in the same County Defts in a Plea of the Case for not paying him £12 12 according to his Note dated October 17. last — to the Damage of said Shearer Twenty pounds The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Winchester
vs
Burroughs
No. 130

Daniel Winchester of South Brimfield in the County of Hampshire Gent. Pltff vs. Simon Burroughs of Hatfield alias Hatfield Equivalent alias Plainfield Blacksmith Deft in a Plea of the Case for not paying him Three pounds according to his Note dated May 17. 1790 to the Damage of said Daniel Ten pounds — The Parties appear & agree to a Continuance of this Case to the next Term And it is considered by the Court that said Parties have Day here until the third Tuesday of May next

Bliss
vs
Miller
No. 131

Thomas Bliss of Brimfield in the County of Hampshire Yeoman Pltff vs Benjamin Miller of the same Brimfield Blacksmith Deft in a Plea of Trespass as is at large set forth in the Declaration on file &c The Parties appear & agree that this case be continued to the next Term & it is considered that they have Day here in Court until the third Tuesday of May next

Brown Pltff
vs
Clark
No. 132

Daniel Brown of Sturbridge in the County of Hampshire Yeoman Appellant vs Isaac Clark of Holland in the same County Labourer Appellee from the Judgment of Mr Scott Justice of the Peace in which case said Clark was Pltff & said Daniel Deft in a Plea of the Case as is at large set forth in the Declaration on file &c — The Parties appear & agree to refer this Case with all Demands &c to the Determination of Elias Walker Isaac Fuller & Ichabod Goodale — The award of them or any two of them to be filed & be returned into this Court & Judgment to be made up & Execution according to which Award is made a Rule of this Court — It is considered that they have Day here in Court until the third Tuesday of May next

Israel Williams of Hatfield in the County of Hampshire Pltff Eliha White of the same Hatfield Gentn Deft in a Plea of the Case for not paying him £7 14 0 according to his Note dated Feb 10. 1789 to the Damage of sd Israel Dam. pounds. The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered that sd Israel do recover against sd Eliha nine pounds one shilling & one penny Lawful Damages & Costs of Suit taxed at £1. 6. 5 & Execution &c

Williams vs White No. 133.

Israel Williams of Hatfield in the County of Hampshire Gentn Pltff v. John Waite of Williamsburgh in the same County Yeoman in a Plea of the Case for not paying him £6. 0. 7 & Lawful according to his Note dated Aug. 6th 1789 — to the Damage of sd Israel Eight pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Israel do recover against the said John £7 2 4 & Lawful Damages & Costs of Suit taxed at £1. 7. 3 & Execution &c Feb 25. 1792

Same vs Waite No. 134

Israel Williams of Hatfield in the County of Hampshire Gentn Pltff v. Nicholas Barrett of Chesterfield in the County aforesaid Yeoman Deft in a Plea of the Case for not paying him £4. 10 0 & Lawful according to his Note dated March 4th 1786 to the Damage of said Israel Seven pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that sd Israel do recover against the sd Nicholas £6. 2. 7 & Lawful Damages & Costs of Suit taxed at £1. 6. 1 & Execution &c Feb. 25. 1792 — & Interest &c

Same vs Barrett No. 135

Daniel Newcomb of Keene in the County of Cheshire & State of New Hampshire Esqr Pltff v. Jonathan Temple of Westminster in the County of Worcester Husbandman Deft in a Plea of the Case for not paying him £2. 2 0 Lawful according to his Note dated Dec. 5. 1785 & the Sum of 22/5¾ on discount &c — to the Damage of sd Daniel Ten pounds — The Parties appear & on the Motion of the Deft it is considered that they have Day here in Court until the third Tuesday of May next

Newcomb vs Temple No. 136

Daniel Newcomb of Keene in the County of Cheshire & State of New Hampshire Esqr Pltff v. Joshua Mellen of Westminster in the County of Worcester Yeoman Deft in a Plea of the Case for his not paying sd Daniel £11 14 11 to Call. Cont. to his Damage twenty pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that sd Daniel do recover against the said Joshua £11 14 11 & Lawful Damages & Costs of Suit taxed at £2 2 4 3 & Execution &c Mar 8. 1792

Same vs Mellen No. 137

William Lyon of Woodstock in the County of Windham & State of Connecticut Gentn Pltff v. Martin Stevens of Warwick in the County of Hampshire Gentn Deft in a Plea of the Case for not paying sd William Sixteen pounds Lawful according to his Note dated September 30. 1790 — to his Damage twenty five pounds The Parties appear & agree to a Continuance of this Case to the next Term & had it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Lyon vs Stevens No. 138.

Samuel Beck of Northampton in the County of Hampshire Appellt v John Washington late of in the same County Taylor Appellee from the Judgt of sd Court in which Case sd John was Pltff & Deft in a Plea de as is a Large set forth in the Declaration on file — The Parties appear & agree to a Continuance without Cost to the

Beck Appt. vs Washington No. 139

Smallidge
vs
Greenwich 2d Parish
No 140

Joseph Smallidge of Shutesbury in the County of Hampshire Clerk Plaintiff vs the Inhabitants of the Second Parish in Greenwich in said County Defdt for not paying the Plaintiff Fourpounds according to their Promise to the Damage of Joseph Foster fourpounds — which Case was commenced to be determined by Joseph Mitchell Esq. a Justice before Court — and Parties agreed to refer the Case — and accordingly the Referees by them chosen send into Court their Award viz. that the Inhabitants of the Second Parish in Greenwich pay said Joseph fifteen shillings Damages & Costs of Reference taxed at £8 11 9 1/2 — which is accepted & it is considered by the Court that said Joseph do recover against the Inhabitants of the Second Parish in Greenwich fifteen shillings Dmgs Damages & Costs of Suit & Reference taxed at £10 11 2 & Mittimus &c

Execution Mar 5 1792 —

Jackson
vs
Dalrymple
No 141

Amos Jackson of Roxbury in the County of Suffolk merchant & Andrew Dalrymple of Colrain in the County of Hampshire Yeoman Parties in a Rule of Reference entered into & acknowledged as the Statute provides &c The Referees by them chosen now send into Court their Award as follows viz. that Dr James recover against Dr Andrew twenty five pounds thirteen shillings & six pence Dmgs Damages & Costs of Reference being seven pounds six shillings four pence & Costs of Court to be taxed by the Court &c except £2 17 9 part of Dr Costs of Reference paid Dr Referees which is to be deducted &c which said Award is accepted and it is considered by the Court that Dr James do recover against Dr Andrew £23 13 2 Dmgs Damages & Costs of Court & Reference taxed at £6 15 10 & Mittimus &c

Execution May 16th 1792 —

Thendall
vs
M'Clintock
No 142

Levi Thendall of Warwick in the County of Hampshire Yeoman Plaintiff vs Joseph M'Clintock of Mendon in the County of Worcester Gentn Defdt in a Plea of the Case for his not paying the Plff 44 Dollars according to his Note dated May 18th last & his Damage thirty nine pounds — The Parties appear & agree to have this Case continued to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next —

Worthington
vs
Arnold
No 143

John Worthington of Springfield in the County of Hampshire Gentn Plaintiff vs William Arnold of Westfield in the same County Yeoman Defdt in a Plea that Dr William render to Dr John two hundred pounds according to his Bond executed Jan 7 1790 &c to the Damage of Dr John £200 —
The Plff appears and the Defdt the three Times called to come into Court make Default of appearance here Wherefore it is considered that Dr John do recover against the said William One hundred & sixteen pounds eleven shillings & ten pence Dmgs Debt & Costs of Suit taxed at £1 0 11 & Mittimus &c

Execution Jan 28 1792

Goodman
vs
Foster
No 144

Silas Goodman of South Hadley in the County of Hampshire Gentn Plaintiff vs Silas Foster of Conway in the same County Yeoman Defdt in a Plea of the Case for his not paying said Foster Eighty Dollars according to his Note dated Nov 21 1790 to the Damage of said Goodman fifty pounds — The Parties appear and agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next —

Gibbs & al
vs
Clark & al
No 145

Israel Gibbs & al Ex. of Blanford in the County of Hampshire Yeoman Plaintiffs vs James Clark of Montgomery in the same County Carpenter & al Defdts from the judgment of Eli Ferkland Esq. a Justice of the Peace in which Case Dr Israel was Plff & the said Defdt in a Plea of the Case and attachment for in the Declaration on file &c — The Parties appear & the Plff moves for a Continuance because he is not able to obtain the evidence of the Justice — and it is considered by the Court that the Case Day here in Court until the third Tuesday of May next —

Pomeroy
vs
Hinsley
No 146

David Pomeroy of Northampton in the County of Hampshire Gentleman Plaintiff vs Paul Hinsley of Deerfield in the same County Yeoman Defdt in a Plea of the Case for not paying him £12 0 0 according to his Promise as is fully set forth in the Declaration on file &c — The Parties appear & agree to a Continuance — and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Matthew Salisbury of Boston in the County of Suffolk Gentleman Plff vs. Judah Morgan Husbandman & Jos. Morgan Husbandman both of West Springfield in the County of Hampshire Defts in a Plea of the Case for not paying her £5-8-0 Lawful according to their Note dated May 1 1772 — to his Damage Fifteen pounds — The Parties appear & agree to refer this Case to the Judgement & Determination of Thomas Dwight & Jonathan Dwight & Wm Pynchon Esqs the Award of them or any two of them to be final to be returned into this Court Judgement to be made upon & Execution issued accordingly — While Agreement is made a Rule of this Court and it is considered that the s.d Parties have Day here in Court until the third Tuesday of May next

Salisbury vs Morgan & al No. 147

Matthew Laphin Junr & Doras Bates of Southwick & Asaph Leonard of West Springfield in the County of Hampshire Parties in a Rule of Reference by them entered into & acknowledged before Isaac Coit Esqr according to the Statute &c — The Referees by them chosen now send into Court their Award Viz.t That said Asaph is indebted to s.d Doras & Matthew three pounds six shillings Debt & one pound six shillings & 7d Costs of Suit &c — Which is accepted & it is considered by the Court that s.d Matthew & Doras do recover against s.d Asaph £3-6-0 Lawful Damr & Costs taxed at £2-0-5 & thereof &c —

Execn iss.d Feb 3.d 1792 —

Laphin & al vs Leonard No. 148

Nathan Bates of Granville in the County of Hampshire Gent.m Stephen Fillston Junr Yeoman & Abel Fillston Innkeeper both of Granville aforesaid Defts in a Plea of the Case for not paying to s.d Nathaniel One hundred & fifty pounds according to their Bond executed April 3.d 1787 which they owe & deny to pay to his Damage of the Value £150 — The Parties appear and agree that this Case be continued to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Bates vs Fillston No. 149

Samuel Fowler & & John Fowler Jeoman both of West field in the County of Hampshire Parties in a Rule of Reference by them entered into & acknowledged before Wm Shepard Just.s Pac.s &c — The Referees now send into Court their Award Viz.t that s.d Samuel do recover against s.d John £10-9-0 Lawful Damages & costs of Reference — While s.d Award is accepted & it is considered by the Court that s.d Samuel do recover against s.d John £10-9-0 Lawful Damages & Costs of Court & Reference taxed at £0-11-8 & thereof &c

Execn iss.d Mar 8. 1792 —

Fowler & al vs Jno Fowler No. 150

Jacob Parker of West Springfield in the County of Hampshire and Noah Copley of West field in the same County Parties in a Rule of Reference by them entered into & acknowledged before Abr.m Burbank Esqr Just.s Pacis — The Referees now send into Court their Award Viz.t That s.d Noah is indebted to said Jacob One pound Ten shillings & eleven pence half penny & Costs of Reference allowed to be £3-4-6 & Costs of Court &c — Whereupon it is considered that s.d Jacob do recover against said Noah £1-18-11½ Lawful Damages & Costs of Court & Reference taxed at £3-1-0½ & thereof &c

Execn iss.d Feb 3.d 1792

Parker vs Copley No. 152

Jacob Parker of West Springfield in the County of Hampshire Yeoman & Noah Copley of West field in the same County Blacksmith Parties in a Rule of Reference by them entered into & acknowledged before Abr.m Burbank Esq.r Just.s Pac.s — The Referees now send into Court their Award Viz.t that s.d Jacob recover of s.d Noah twenty seven shillings Damages & Costs of Reference being 40/ & it is considered by the Court that said Jacob do recover against said Noah the sum of twenty seven shillings Lawful Damages & Costs of Court & Reference taxed at £2-12-4

Execn iss.d Feb 3.d 1792

Same vs Same No. 152

Trask & al
v.
Woodworth
No. 153

Elijah Trask of Granby in the County of Hampshire Gent. & Daniel Hathaway late of s. Granby Yeoman Executors of the last Will & Test. of Saml. Hathaway late of Sunderland & dec. Plffs. v. Phinehas Woodworth of Granville in the said County of Hampshire Yeoman Deft. in a Plea of the Case as is at large set forth in the Declaration on File &c. The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next.

Phelps &c
v.
Rhodes
No. 154

John Phelps of Westfield in the County of Hampshire Esq. humbly shews that at a Court before Samuel Nathan Esq. on Dec. 12. 1791 he recovered Judgment against Isaac Rhodes of Westfield in the County aforesaid Yeoman for £4 Lawful Damages & Costs taxed at 17/ from which Judgment s. Isaac appealed to this Court but hath neglected to enter the same, he therefore prays Affirmation &c. Whereupon it is considered that s. John do recover against said Isaac Four pounds of Lawful Money Damages & Costs of Suit taxed at £ 2 10 11 & thereof &c.

Exon. ipsi Feb. 4th 1792

Thomas Alden
Petitioner
No. 155.

Humbly shews Ebenezer Phelps Admr. on the Estate of Samuel Thurman late of Brimfield in the County of Hampshire deceased that the whole of the personal Estate of said Deceased is £8. 13. 6 & the Real Estate £36. That the Debts due from s. Estate as reported by the Commissioners amount to £90 & upwards. He therefore prays Liberty to sell all the Real Estate of s. Deceased subject however to the Widow's Improvement of her Right of Dower therein during her Life. Which being read with a Certificate from the Register of Probate of Wills &c. confirming the Facts stated in s. Petition, it is therefore considered by the Court that the said Administrator may make Sale of all the Real Estate of said Deceased subject to the Widow's Improvement of her Right of Dower &c. he keeping observing the Directions of the Law relating to such Sales.

Allen Coop.
v.
Chapin & al
No. 156

Humbly shews Philip Allen of Brookfield in the County of Worcester Yeoman that on Sept. 29th last & for one Abner Morgan Esq. Prot. Pain he recovered Judgment against Perez Chapin of Belchertown Gent. & Roger M'Elwain of Palmer Yeoman both in the County aforesaid for £3. 8. 1 Damages & Costs of Suit &c. from which Judgment they appealed to this Court, but have failed to prosecute the same. He therefore prays Affirmation &c. And thereupon it is considered by the Court that said Philip do recover against said Perez & Roger Three pounds eight Shillings & one penny Damages & Costs of Suit taxed at £ 2. 17. 10 & thereof

Exon. ipsi May 1st 1789

Williams
v.
Marsh
No. 157

Esther Williams of Deerfield in the County of Hampshire Widow Executrix of the last Will & Testament of Thomas Williams late of s. Deerfield dec. complains that she by the Consideration of this Court at September last recovered Judgment against Saml. Marsh of More Vague in the County Yeoman & Mary his Wife Executrix of the last Will & of Abner Shepard dec. for £13. 14. 0 Damages & Costs taxed at £1. 8. 3. whereon execution issued & Jacob Stark Deputy Sheriff last certified that he can not find any of the Goods or Estate of said Abner whereon to levy the same. That said Saml. & Mary have wasted the Goods & Estate of said Abner & therefore prays the Contents of said Judgment & Execution may be levied of the proper Goods & Estate of s. Saml. & Mary & for Want thereof on their Bodies &c. Whereupon it is considered that Scire facias do issue to the said Saml. & Mary to shew Cause at this next Term why the Prayer should not be granted &c.

[illegible]

Brimfield Jan. 24. 1792

Noah Thompson of Palmer in the County of Hampshire Yeoman Deft. vs Joseph Darling late of Palmer aforesaid Husbandman Deft. in a Plea of the Case &c as is at large set forth in the Declaration on file &c

Thompson vs Darling No. 159

The Parties appear & agree to refer this Case with all Demands &c to the Judgment & Determination of John Shaw, John Allen & Elnathan Shaw the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued accordingly; which Agreement each of the said Parties is made a Rule of this Court, and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Seth Murray of Hatfield in the County of Hampshire Esq. & John Bunnell of Ashfield in the same County Gent. Defts vs Richard Tally of Montgomery in the same County Gent. Deft. in a Plea of the Case for not paying the Plaintiffs £55.7.8 L.M. according to his Note dated October 5th last to the Damage of the Plaintiffs & Solm Seventy pounds

Murray & al vs Tally No. 160

The Defts appear & the Deft the three Times called to come into Court make Default of his appearance by Whereupon it is considered by the Court that the said Seth & John do recover against the Deft Richard Fifty six pounds seven shillings & eight pence L.M. Damages & Costs of Suit taxed at £2..6..5 & Mittimus &c

Exon. iss. Feb. 3. 1792

Hampshire ss. the Inhabitants of Washington in the County of Berkshire Plaintiffs vs Aaron Bliss Deft. Plaintiffs sued out a Writ & Attachment against Bliss to appear at this Term to answer his Suit &c but he has failed to prosecute the same they therefore pray Costs &c Whereupon it is considered by the Court that no Costs be allowed them &c

Inhabts of Washington vs Bliss No. 161

Hampshire ss. Elijah Lamb of Chesterfield in the County of Hampshire Farmer Plaintiff in a Court before Philip Phillips Esq. on Feb. 16th last he recovered a Judgment against Solomon Allen of Chesterfield in the same County Esq. for £3 Ster. 3. L.M. Debt & 13/8 Costs of Suit from which Judgment said Solomon appealed to this Court but has failed to prosecute the same. Said Elijah therefore prays Affirmation &c Whereupon it is considered by the Court that said Elijah do recover against said Solomon Three pounds two shillings & two pence L.M. Damages & Costs of Suit taxed at £2..18..9 & Mittimus &c

Exon. iss. August 6. 1792

Lamb Compt vs Allen No. 162

Complaining Jonathan Allen of Brattleboro' in the County of Windham & State of Vermont Yeoman that he was summoned to appear before Thaddeus Porter Esq. at his House in Westby on Nov. 10th last to answer to John Foy of Winsdale in the County of Cheshire & State of New Hampshire Yeoman in a Plea of Contession &c which was carried up to this Court, but said Foy has neglected to prosecute the same he therefore prays his Costs may be adjudged him &c Whereupon it is considered by the Court that the said Jonathan do recover against the said John his Costs taxed at £1..18..1 for filing the Papers &c

Exon. iss. Feb. 27th 1792

Allen Compt vs Foy No. 163.

Hampshire ss. Joseph Nash Admr on the Estate of Benaiah Green late of Blandford in the County of Hampshire Gent. deceased that the Debts due from said Estate with the Admr's Accounts & the Widow's Allowance exceed the personal Estate £14..14..10 & the real Estate was appraised at £12 only He therefore prays he may sell the whole of the real Estate of said deceased subject however to the Widow's Improvements of her Rights of Dower therein which being read with a Certificate from the Register of Probate &c considered by the Court that Admr may make Sale of all the Real Estate of said Deceased subject to the Widow's Improvements of her Rights of Dower therein; said Admr having observing the Directions of the Law relating to such Sales

Green's Admr Petition for Sale No. 164

Blanchard Adm.r Pet.r No. 165

Hampshire ss. Justice Dwight Adm.r on the Estate of Joseph Blanchard late of Belchertown in the County of Hampshire dec.d Vest the Debts due from s.d Estate including the Adm.r his allowed & the Widows Allowance out of the personal Estate exceed the personal Estate £64.3.10¼ — He therefore prays he may sell so much of the Real Estate of s.d Deceased as shall produce s.d Sum & Charges & that if empowered he may sell so much of the Rights of Dower in s.d Estate as to make up s.d Sum subject however to the Widows Improvement of s.d Dower during her Life which being read with a Certificate from the Register of Probate & confirming the Statements made therein it is considered by the Court that s.d Administrator may make Sale of so much of the Real Estate of s.d Deceased as shall produce Sixty Seven pounds according to the Prayer of his Pet.n he here in observing the Directions of the Law relating to such Sales

Cook v. Pickett No. 166

Samuel Dorr Cook of Greenfield in the County of Hampshire Yeoman Pltff vs. Daniel Pickett of the same Greenfield Yeoman Deft in a Plea of the Case for not paying the Pltff £33 Bill according to his Promise &c — to the Damage of said Pltff Twenty Sixty pounds — The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Tillotson vs Tillotson No. 167

Jonathan Tillotson & Abel Tillotson of Granville in the County of Hampshire Parties in a Rule of Reference entered into & acknowledged before Isaac Cook Esq.r according to the Statute &c, The Referees now send into Court their Award Viz. That all Controversies Suits & Quarrels between the Parties shall forever cease that a certain Judgment obtained by Abel Tillotson against s.d Jonathan before Justice Hemmen Esq.r in Aug.t or September 1790 & upon which the Inferior Judicial Court at September Term the same year granted a Review might be vacated & discharged, We therefore award that s.d Abel within three months make & execute to s.d Jonathan a full & ample Release & Discharge of s.d Judgment & every Execution issued thereon & that s.d Abel return & deliver back to Nath.l Bates of s.d Granville a certain Deed of Tenement of Land in said Granville made by one Elisha Tillotson to said Jonathan and deposited with said Nathaniel & which s.d Abel hath obtained from said Nathaniel — And further We award that s.d Abel pay to s.d Jonathan £14.19.11 in full Satisfaction of all Demands & £5.14.7 Costs of Reference & Costs of Court to be taxed by the Court &c — which said Award is accepted & it is considered by the Court that s.d Jonathan do recover against s.d Abel £14.19.11 Lawful Damages & Costs of Court & Reference taxed at £6.11.10 & therefore &c Exon s.d Jan.y 30. 1792 —

Brewer vs Leonard No. 168

Nathaniel Brewer of Springfield in the County of Hampshire Yeoman & Gideon Leonard of the s.d Springfield in the same County Gent.n Parties in a Rule of Reference entered into & acknowledged before Chauncey Brewer Esq.r according to the Statute — and now the Referees send into Court their Award Viz. That s.d Gideon pay s.d Nathaniel £11.7.9 Lawful Damages & £1 Costs of Reference &c &c — which is accepted — and it is considered by the Court that said Nathaniel do recover against s.d Gideon £11.7.9 Lawful Damages & Costs of Suit taxed at £6.3.4 & therefore &c

Exon s.d May 24. 1792

The foregoing Judgments Orders &c being made & entered up in Manner aforesaid & there the Court adjourned without Day

Attest Jos. Dwight Clerk

Commonwealth of Massachusetts

Hampshire ss

At the Court of Common Pleas holden at Northampton within and for the County aforesaid on the third Tuesday of May being the eighteenth day of said month from day to day from to the 22d day of the same month inclusive Anno Domini 1792

Justices of the said Court present

Theodore Foster Esqr
John Bliss Esqr
Samuel Mather Esqr
Samuel Lyman Esqr
Comissd July 19. 1791

Jurors

Nath Phelps Hatfield
Ebenr Leonard Lon
Joshua Knight Ches.
Samuel Pierce Fad
Ebenr Barnard Ver
Jos Clark What
Justus Pearl Sh
Rufus Hyde Wms
Aaron Dickinson Hat
Jos Dewey Hol
Noah Morgan Asf
David Norton Bar
Gideon Hatton (disagreed being deaf) Bel

2d day In Case Baker v Stone Samuel Dickinson the Atty Genl was on in Room of David Norton absent

Elizabeth Boardoin of Boston in the County of Suffolk Gentlewoman & James Boardoin of Dorchester in the County aforesaid Esqr Executors of the last will & of James Boardoin Esq deceased Plffs v Joel Boies of Blanford in the County of Hampshire Yeoman Deft in a Plea de ea in of Record heretofore — Boardoins Ex. v Boies Sept. 13. 1790

The Parties appear & agree to a Continuance of this Case to the next Term under the Rule heretofore entered into and it is considered by the Court that they have Day here in Court until the first Tuesday of September next —

David Munroe of Northbore in the County of Worcester Yeoman & Elizabeth his Wife Plffs v Elijah Gibbs of Blanford Yeoman Deft in a Plea de ea in of Record heretofore — The Parties appear & agree that this Case be considered under the Rule heretofore entered into until the next Term — and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Munroe & Gibbs Sept. 1792

William Phelps of Westfield in the County of Berkshire Yeoman Plff v Bildad Foster of Westfield in the County of Hampshire Yeoman Deft in a Plea de ea in of Record heretofore — The Plff appears & the Deft having deceased since the commencement of this Suit & the Estate being represented insolvent — It is therefore considered by the Court that the Rule of Reference heretofore entered into be discharged, & that this Case be continued until the next Term that Parties may be at liberty to make of so Estate &c

Phelps v Foster Sept. 20. 1791

Ward & al Appl.
vs
Clark Appe.
Sept. 142 1790

Samuel Ward of Lancaster in the County of Worcester Gent. & David Sanderson of Dorchester in the County of Windham & State of Vermont Gent. Appl.ts vs George Clark of Cotrain in the County of Hampshire Appellee in a Plea &c as is of Record heretofore. The Parties appear & agree to a Continuance of this Case under a Rule heretofore entered into to the next Term — And it is considered by the Court that they have Day here in Court accordingly until the first Tuesday of September next.

Bates
vs
Stace
Jan 60.61. 1791

Nathaniel Bates of Granville in the County of Hampshire Gent. Plff vs Jonas Westover & Francis Stace both of Egremont in the County of Berkshire Husbandmen Deffts in a Plea &c as are of Record heretofore — There are two Actions which by agreement of the said Parties are now consolidated into One — The Plff appears by Joseph Lyman Gent. his Att. & the Deffts by Simeon Strong Esq. their Att. come & defend &c & Say they never promised in Manner & Form as the Plff has alleged &c & Thereof put themselves on the Country — & Lyman & Strong Esq. returned & impannelled, being now sworn to try the Issue declare upon their Oaths that they find the Deffts promised &c & assess Damages at Seventy seven Pounds Fifteen Shillings & 7 p. — Whereupon it is considered by the Court that the Plff do recover against the said Deffts £77.15.7 & two Damages & Costs by Jurors assessed at £ — Whereupon the Deffts by Francis Stace one of them appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the 4th Tuesday of September next & he recognizes with Sureties for their prosecuting said Appeal with Effect &c.

Pynchon Ex
vs
Pomroy Ex
Jan 130 1791

William Pynchon of Springfield in the County of Hampshire Esq. Plff vs Medad Pomroy of Warwick in the same County Esq. Deft in a Plea &c as is of Record heretofore — The Parties appear & on the Motion of the Deft by Consent of the Plff, it is considered by the Court that they have Day here in Court until the first Tuesday of September next.

Fowler
vs
Moore
Jan 141 1791

Silas Fowler of Southwick in the County of Hampshire Gent. Plff vs Joseph Moore of the same Southwick Gent. Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next under the Rule heretofore entered into — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next.

Worthington Ex
vs
Sherman Adm.
May 12. 1791

John Worthington of Springfield in the County of Hampshire Esq. Plff vs Solomon Sherman & Daniel Sherman Adm.rs on the Estate of Gideon Sherman late of Belchertown in the County aforesaid dec.d Deffts in a Plea &c as is of Record heretofore — The Plff appears & the Deffts the Tenants called to come into Court make Default of Appearance here — Whereupon it is considered by the Court that the Plff do recover against said Deffts in their Capacity aforesaid Thirteen pounds one Shilling and eight pence & two Damages & Costs of Suit taxed at £ 2.10.11 & 2 Damages &c. Execution to issue 20. June 1792

Hopkins
vs
Nourse
May 1791

Mary Allen of Middleborough in the County of Hartford & State of Connecticut Admin.trix on the Estate of Richard Allen Esq. dec.d Plff vs Francis Nourse late of Portland in the County of Worcester Under Deft in a Plea &c as is of Record heretofore — The Parties appear & the Jurors heretofore appointed now send into Court their Verdict that the said Francis Nourse Jun. in his said Capacity £21.5.2 Damage the Costs of Suit & Jurors assessed £ 5.2 & Costs of this Expense to be taxed by the Court from November Term 1784 inclusive — Court & Jury in their Verdict — It is considered the said Mary do recover against said Francis £21.5.2 & two Damages & Costs of Suit taxed at £ 7.8.10 & Execution &c Execution Jun. 12. 1792

James Ives of Boston in the County of Suffolk Sugar Refiner Plaintiff vs. Thomas Bliss of Brimfield in the County of Hampshire Yeoman Defendant in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Ives vs Bliss May 53. 1791

Phinehas Lyman of Hadley in the County of Hampshire Husbandman Plaintiff vs Augustus Belding & Samuel Denison both of Guilford in the County of Windham & State of Vermont Yeomen Defendants in a Plea de as is of Record heretofore — The Plaintiff having deceased since the last Term it is considered by the Court that this case be continued to the next Term that the Plaintiff's Executor may come in & prosecute &c

Lyman vs Belding & al May 55. 1791

David Fowler Junr. Plaintiff vs John Morgan Defendant in a Plea de as is of Record heretofore — The Plaintiff being now three times called to come into Court is Nonsuit & the Defendant defaulted & the Action is discontinued

Fowler vs Morgan May 72. 1791

Peter Olott & John Eby Plaintiffs vs Elijah Shurtleff & Daniel Halloway Admrs. on the Estate of Jacob Halloway dec'd Defendants in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance under the Rule of Supreme heretofore entered into and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Olott & al vs Shurtleff & al Exr. May 98. 1791

The Inhabitants of the Common & undivided Lands in Deerfield Greenfield Conway & Shelburne all in the County of Hampshire Plaintiffs vs Isaiah Wing of Conway aforesaid Yeoman Defendant in a Plea de as is of Record heretofore — The Plaintiffs appears by Simeon Strong Esq. their Attorney & the Defendant by Caleb Strong Esq. their Attorney comes & defends & reserving Leave of amending this Plea on the Appeal say they never promised in Manner & Form as alledged &c & thereof put themselves on the Country — And the Plaintiffs consenting to said Reservation say the Plea aforesaid &c are insufficient to wherefore they pray Judgment — And the Defendant say that the Plea is sufficient &c — Whereupon all & singular the Premises being seen it is adjudged by the Court that the Plea of the Defendant is an insufficient Answer to the Plaintiffs Declaration & ought to preclude him from having and maintaining their action — Therefore it is considered that the Plaintiffs do recover against the said Defendant Judgment for their Possession of the demanded Premises & also for the Costs of Suit by them expended &c

Deerfield &c vs Wing May 102. 1791

Whereupon the said Isaiah John James Lovell & Samuel by Caleb Strong Esq. their Attorney appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he tendered with Surety for their prosecuting the Appeal with Effect

Hazarah Dickinson Plaintiff vs Jonathan Snow an absconding Debtor & Daniel Tyler his Legal Trustee Defendants in a Plea de as is of Record heretofore — The Plaintiff appears & the said Jonathan the Trustee being called to come into Court makes Default of Appearance Whereupon it is considered by the Court that Plaintiff do recover against the said Jonathan the sum of Twenty nine Hundred & two pounds Dollars & Costs of Suit by him expended &c £ 2902 & Costs &c

Dickinson vs Snow & Ty Exr. 31. 1791

Exon. 17th May. 30. 1792

Cutler vs Snow & al. Sep. 4. 1792

Robert Cutler Plff vs Jonathan Snow an absending Debtor & Daniel Tyler his Trustee Defts in a Plea &c as is here for of Record — The Plff appears & the said Jonathan the three Times called to come into Court makes Default of appearance here Wherefore it is considered that said Robert do recover against Jonathan & six pounds two shillings & nine pence Dam. & Costs of Suit taxed at £ 2.14.7 & therefor &c — Exon Sept. May 30. 1792

Richardson vs Hemingway Sep. 19. 1791

Israel Richardson Plff vs Joshua Hemingway Deft in a Plea &c as is of Record heretofore — The Plff appears by Simeon Wing Esq his Attr & the Deft by Caleb Wing Esq his Attr comes & defends &c and reserving Liberty to plead any other or new Plea at the Supreme Judicial Court & agreeing that shall be no Review of this Action on his part for Plea saith he never promised the Plff as he hath alleged — And S Israel consenting to the above Remission says the Plea of the said Joshua above plead is bad & insufficient in Law & therefore prays Judgment &c — & said Joshua says his Plea is sufficient — All which being seen by the Court it appears to the Court that the Plea aforesaid is an insufficient Answer to the Plff's Declaration & ought not to preclude him from having & maintaining his S Action; Therefore it is considered that said Israel do recover against S Joshua Judgment for his Possession of the demanded Premises & for his Costs taxed at £ 3.11.1 Whereon S Joshua by his Attr aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs, for S Joshua's prosecuting his S Appeal with Effect &c

Cook vs Pink Sep. 23. 1791

Stephen Cook & Sam. Plff vs John Pink Deft in a Plea &c as is of Record heretofore — The Plff being three Times called is nonsuited. The Deft defaulted and the Action is discontinued

Williams vs Dickinson Sep 22 1791

Hannah Williams Plff vs Thomas Wells Dickinson Deft in a Plea &c as is heretofore of Record — The Parties appear & agree to a Continuance of this Case &c And it is considered by the Court that they have Day here in Court until the first Tuesday of September next —

Thompson vs Brown Sep 55 1791

Benjamin Thompson Appellant vs John Brown Appellee in a Plea &c as is of Record heretofore The Parties appear & the Papers ~~in the case~~ now send into Court that Inward, in this Case as also in another Case at the Term See p. 139 of the same Term wherein S Brown is Plff and S Thompson is Deft —

Knox & Adm. vs Kellogg Sep 62 1791

Henry Knox Esq. Adm. &c Plff vs Giles Crouch Kellogg &c Deft in a Plea &c as is of Record heretofore The Parties appear & on the motion of the Deft for a Continuance it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Knox & Adm. vs Warner Sep. 63. 1792

Henry Knox Esq. Adm. Plff vs Jonathan Warner Deft in a Plea &c as is of Record heretofore, The Deft having deceased since the last Term, this Action is discontinued

Warner vs Stark Sep. 63. 1791

Thomas Warner Plff vs James Stark Deft in a Plea &c as is of Record heretofore The Parties appear & agree to a Continuance of this case to the next Term and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Lyman vs Read

James Lyman Plff vs Thomas Read Deft in a Plea &c as is of Record heretofore The Plff being three Times called to come into Court makes Default & appears not. Therefore it is considered by the Court that said James do recover against S Solomon Read Damages & Costs taxed at £ 28.7.4 therefor &c

Josiah Pomroy Pltff v. Nathan Parsons Junr Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Pomroy v Parsons Sept. 82. 1791

Silvanus Oakes Pltff v Joseph Clarke Deft in a Plea de as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Oakes v Clarke Sept. 84. 1791

Thomas Liswell Pltff v. Abner Fowler Deft in a Plea de as is of Record heretofore — The Parties appear & the Referees in this Case heretofore chosen, now send into Court their Award that said Abner pay to P. Thomas £39.4.4 Damage & Cost of Court to be taxed by the Court — which Award is accepted & it is considered by the Court that P. Thomas do recover against said Abner £39.4.4 Dmgs Damages & Costs of Court taxed at £2.14.8 & Execution of &c. Exon issued June 7. 1792

Liswell v Fowler Sept. 88. 1791

John Noyes Ex Admr. Pltff v. Jos. Moore mark Moore & John Moore Defts in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance &c — And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Noyes Admr v Moore & al Sept. 91. 1791

David Crow Pltff v. Moses Steele Deft in a Plea de as is of Record heretofore — The Parties appear and it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Crow v Steele

Elisha Porter Esqr. Pltff v Jas Morgan James Shaw & David Fowler Defts in a Plea de as is of Record heretofore — The Pltff appears & the Defts tho' three times called to come into Court make Default of Appearance here &c — Wherefore it is considered by the Court that the said Elisha may have his Execution against the said John James & David for the Sum of fifty nine pounds seventeen shillings & one penny part of the Judgment aforesaid & for the Costs of this suit taxed at £2.10.11 Execution issued June 6th 1792

Porter Esq v Morgan & al

Daniel Fowler Pltff v Robert Parks Deft in a Plea de as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Fowler v Parks Sept 121. 1791

Warham Parks Esqr. Pltff v. John Loomis Admr. &c. Deft in a Plea de as is of Record heretofore — The Parties appear & the Referees by them heretofore chosen now send into Court their Award Viz that P. Warham recover against the said Moses & Silence £14.4.2 Damage & 18/ Costs of Reference & Costs of Court to be taxed by the Court — which said Award is accepted & it is considered by the Court that said Warham do recover against said Moses & Silence Admrs. on the Estate of John Loomis decd in their said Capacity £14.4.2 Dmgs Damages & Costs of suit taxed at £3.9.7 & Execution &c. Exon issued May 28. 1792

Parks Esq v Loomis Admr Sept. 131. 1791

Moses Adams Pltff v. James Moore Deft in a Plea de as is of Record heretofore — The Parties appear & on the Motion of the Pltff it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Adams v Moore Sept 132. 1791

Lapham Appt vs Crosby Appe
Sept. 33. 1791

Mathew Lapham Junr Appellt vs Eleazer Crosby Appe in a Plea de as is of Record heretofore. The Parties appear & land is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Brown vs Thompson
Sept. 40. 1791

Elias Brown Plff vs Benjamin Thompson Deft in a Plea de as is of Record heretofore. The Parties appear & the Referees by them chosen to determine the Case as well as another wherein said Thompson is Plff & said Brown is Deft & the same are for No. 58. returned into Court their Award to wit. that said John do recover against said Benjamin Nine pounds seventeen shillings Damages with the Costs of the Rule & amounting to £12. 4s. 11d & Costs of Court to be taxed by the Court & in full of all Demands &c. Which said Award is accepted & it is considered by the Court that said John do recover against said Benjamin Nine pounds seventeen shillings Damages & Costs of Court & Reference taxed at £21. 18. 2 & thereof &c

Execution iss May 28 1792

King vs Porter & al
Sept. 141. 1791

Joseph King Plff vs Elisha Porter Esqr Deft in a Plea de as is of Record heretofore. The Plff appears & prays Judgment & it is considered by the Court that the Pl Joseph do recover against the Def Elisha Seven pounds Fourteen shillings Dmgs Damages & Costs of Suit taxed at £3. 0. 11 & thereof &c

Execution iss May 28. 1792

Sigourney vs Porter & al
Sept. 142. 1792

Charles Sigourney Plff vs Elisha Porter Esqr Deft in a Plea de as is of Record heretofore. The Plff appears & prays Judgment & it is considered by the Court that Pl Charles do recover against the Def Elisha Fourteen pounds Thirteen shillings & seven pence Dmgs Damages & Costs of Suit taxed at £6. 0. 5 & thereof &c

Execution iss May 28. 1792

Phillips vs Hambleton
Sept. 146. 1792

Ezra Phillips Plff vs Samuel Hambleton Deft in a Plea de as is of Record heretofore. The Plff being now the first time called is nonsuit & the Deft defaulted & the Action is dismissed

Warner & al vs Warner & al
Sept. 154. 1791

Elias Warner & al Plff vs Jonathan Warner & Noadiah Warner Defts in a Plea de as is of Record heretofore. The Plff & the Def Noadiah the Def Jonathan having deceased since the last Term appear & agree that the Case be continued to the next Term & Judgment then to be final & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Mayo & al vs Parsons
Sept. 84 1791

Joseph Mayo & al Plff vs Nathan Parsons Junr Deft in a Plea de as is of Record heretofore. The Parties appear & it is considered by the Court that they have Day here in Court under the Rule heretofore entered into untill the first Tuesday of September next

Ball vs Willington
Sept. 166 1791

Jonathan Ball Plff vs Jonathan Willington Deft in a Plea de as is of Record heretofore. The Plff appears & the Def the first time called is now into Court makes Default of Appearance & therefore it is considered by the Court that said Ball do recover against said Willington Fourteen pounds eighteen shillings & ten pence Dmgs Damages & Costs of Suit taxed at £2. 1. 9 & thereof &c

Execution iss May 28. 1792

Ransom vs Bardwell
Sept. 170. 1791

Hazael Ransom Plff vs Asa Bardwell Deft in a Plea de as is of Record heretofore. The Parties appear & agree to refer the Case to the Determination of Ebn Williams Esqr Samuel Barrows Esqr & Seth Carter Esqr the Award of them or any two of them to be final & be returned to this Court & Judgment to be rendered & Execution issued accordingly. Which Agreement of the said Parties is made a Rule of this Court & it is considered that they have Day here in Court untill the first Tuesday of September next

Samuel Walker by Pltff's Atty Stanlon Deftdn in a Plea de as is of Record heretofore — The Pltff appears & prays Judgment — And it is considered by the Court that Pltff Samuel do recover against Deft Abel

Walker & ux vs Stanlon Sep 26. 1791

Reuben Waite Pltff vs. James Wales Deftdn in a Plea as is of Record heretofore — The Pltff being three Times called is Nonsuit, the Deftdn defaulted & the Action is dismissed —

Waite vs Wales Sep 29 1791

Nathan Wood Pltff vs. Gideon Colton an absconding Debtor & his Goods Deftdn in a Plea de as is of Record heretofore — The Pltff appears & the said Gideon the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered that said Nathan do recover against said Gideon Forty three pounds sixteen shillings Lawful Damages & costs of Suit taxed at £ 4.1.5 & thereof &c

Wood vs Colton Sep. 182 1791 Exd May 28 1792

Nathaniel Perry Pltff vs. Daniel Sexton Deftdn in a Plea de as is of Record heretofore — The Pltff having deceased since the last Term now at this Term Abiah Perry Executrix of the last Will &c of said Nathaniel comes into Court to prosecute & she is Demanded & the Deftdn being now three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Abiah in her said Capacity do recover against said Daniel Seventy one pounds four shillings & three pence Lawful Damages & costs of Suit taxed at £ 4.8.3 — Whereupon the said Daniel by Samuel Shackford his Atty comes into Court & appeals from the Judgment of this Court to the Superior Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for said Daniel prosecuting his said Appeal with Effect &c

Perry Exx vs Sexton Jan 8. 1792

Seth Hammond Pltff vs Justin Lyman Deftdn in a Plea de as is of Record heretofore — The said Parties appear & the Referees by them heretofore chosen now send into Court their award Viz. that the said Justin did promise in Manner & Form as said Seth has declared — that the Note of Hand mentioned in the Pltffs Declaration given by said Seth to Lyman & Masters & Co be null & void & the same being herewith returned into Court be given up to said Seth out of Court to be cancelled & destroyed if he will receive the same & that said Seth do restore to said Justin the same Loan Office Certificate mentioned in the Declaration as sold to said Seth & the same is herewith returned into Court that said Justin may if he will receive the same as said Justin hath delivered up to the Gain Maffee & the said Seth hath received the same Horse Saddle & Bridle which is alledged to have been paid in part towards the purchase of said Certificate & also 54/ lawful Money for the use of said Horse, We award & determine that said Seth have & hold the same Horse Saddle & Bridle & 54/ & that said Seth recover of said Justin £3.10.1 Costs of Reference & Costs of Court to be taxed by the Court — Which said Award is accepted & it is considered by the Court that said Seth do recover against said Justin £7.18.0 being yet said Costs of the Reference & Costs of Court & thereof &c

Hammond vs Lyman Jan 13. 1792

Exd May 28 1792

Ashmun & al vs Cook & al
Jan 13. 1792

Justus Ashmun & al Plff vs Isaac Cook Esq. Deft in a Plea as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Robinson vs Coe
Jan 14. 1792

David Robinson Plff vs Joseph Coe Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Pomroy vs Chandler
Jan 15. 1792

Josiah Pomroy Plff vs Clark Chandler Deft in a Plea as is of Record heretofore the parties appear & agree to a Continuance and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Lyon vs Stevens
Jan 19. 1792

William Lyon Plff vs Martin Stevens Deft in a Plea as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Gray vs Bowman
Jan 20. 1792

James Gray Plff vs William Bowman Deft in a Plea as is of Record heretofore — The Plff appears by Jos Barrett Gent. his Att. and the Deft by Simeon Strong Esq. his Att. comes & defends &c & for plea says he never promised in manner and form as Sd James in his Declaration hath alledged & thereof puts himself on the Country — And Sd James likewise does the same — & Jury at this Term returned being impannelled as the Statute requires, being sworn to try the Issue chose upon their oath that they find the Deft did not promise in manner and form as set forth in the Declaration — And thereupon it is considered by the Court that Sd William do recover against the said James his Costs taxed at £

Whereupon Sd James by his said Att. appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for Sd James, prosecuting said Appeal with Effect

Russel & al vs Lyman & al
Jan 23. 1792

Reuel Russell Plff vs Justus Lyman & Daniel Mastin Defts in a Plea as is of Record heretofore — The Parties appear and it is considered by the Court that they have Day here in Court until the fourth Tuesday of September next

Gay vs Fowler
Jan 23. 1792

Philip Gay Plff vs Asa Fowler Deft in a Plea as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Hazen vs Coll
Jan 24. 1792

William Hazen Appellee vs Abigail Coll Appellee in a Plea as is of Record heretofore — The Parties appear & the Defendant by Tim Chester now in Court filed Plea that the said Abigail Jan. Sd William Three pounds Six Dollars Damage with the Costs of the Suit according to Three pounds Seventeen Shillings & Costs of Court to be taxed by the Court which is alledged, and it is considered by the Court that Sd William do recover against Sd Abigail Three pounds Six Shillings & Damages & Costs of Suit & Defendant appeals &c & Bond & Security &c

Ex. May 23. 1792

James Bull Plff vs Edward Fowler Deft in a Plea as is of Record [illegible] — The Plff appears & the Deft has given [illegible] to the Court that Sd Fowler do recover against Sd [illegible] pounds eleven shillings & six pence Damages & Costs of Suit [illegible]

Ex. May 23. 1792

Luther Chapin Plff v. Elisha Porter Defdt in a Plea de as is of Record here to wit. The Plff appears by Caleb Strong Esq his Atty and the Defdt by Simeon Strong Esq his Atty. and he pleads & says the said Caleb Strong is not guilty in manner & form as the Plff in his Declaration has alleged & thereof puts himself upon the Country — And the said Chapin reserving Leave of amending his Replication on the Appeal & of amending his Declaration also says that the Plea aforesaid of the Defdt is not sufficient in Law & that he is not by Law bound to make Answer thereto & this he is ready to verify Wherefore &c — And the said Elisha agreeing to the Reservation says his Plea is sufficient — All which being seen by the Court it appears that the Replication of the said Elisha is a full & sufficient Answer to the Declaration of the said Luther & that the said Luther ought not to have & maintain his Action Therefore it is considered that the said Luther by his Plea aforesaid do recover nothing but for his groundless Claim be in Mercy &c & that the said Elisha do recover against the said Luther his Costs taxed at &c — Whereupon the said Luther by his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties for said Luther prosecuting his said Appeal with Effect &c

Chapin v. Porter Ex. Jan 32. 1792

Elizabeth Dwight Plff v. Jacob Miller Ex. &c Defdt in a Plea &c as is of Record heretofore — The Plff being now the Time called is Nonsuited & the Defdt defaulted & the Action is dismissed

Dwight v. Miller Ex. Jan 34. 1792

Isaac Warriner Plff v. Charles Ferry Defdt in a Plea &c as is of Record heretofore. The Plff appears & the Defdt the Time called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the Cause be continued for Judgment until the next Term

Warriner v. Ferry Jan 35. 1792

Phinehas Hammond Plff v. Martha Stevens & Lisa Abbe Defdts in a Plea &c as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Hammond v. Stevens et al Jan 38. 1792

Isaac Gregory & Jonathan Hosman Plff v. Jos. Bardwell Defdt in a Plea &c as is of Record heretofore — The Plff appears and discontinues the Action & the Defdt appears & prays Judgment for his Costs — And it is considered by the Court that the said Bardwell do recover against the said Gregory & Hosman his Costs taxed at &c & thereof &c

Gregory et al v. Bardwell Jan 39. 1792

Benjamin Dexter Plff v. Levi Thayer Defdt in a Plea &c as is of Record heretofore — The Plff appears & the Defdt the Time called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Benjamin do recover against the said Levi Seventy pounds five Shillings & six pence Lawful Damages & Costs of Suit taxed at £3. 16. 1 & thereof &c

Dexter v. Thayer Jan 40. 1792

Ex. issued May 22 1792

Sarah Hodden Plff v. David Cowles Defdt in a Plea &c as is of Record heretofore. The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Hodden v. Cowles Jan 41. 1792

Ebenezer Bolkwood Plff v. John Bolkwood Defdt in a Plea &c as is of Record heretofore The Plff appears & the Defdt the Time called to come into Court makes Default of Appearance here Wherefore it is considered that the said Ebenezer do recover against said John Sixty six pounds six pence & Nine pence Lawful Damages & Costs of Suit taxed at £ 1. 13. 10 & thereof &c

E. Bolkwood v. J. Bolkwood Jan 42. 1792

Ex. issued May 20. 1792

Waite vs Pauck
Jan 45. 1792

Nathaniel Waite Pltff vs John Pauck Deftdt in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the first Thursday of September next

Bolkwood vs Bolkwood
Jan 48. 1792

William Bolkwood Pltff vs John Bolkwood Deftdt in a Plea de as is of Record heretofore The Pltff appears & the Deftdt tho three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said William do recover against the said John Thirty eight pounds £ Damages & Costs of Court taxed at £ 2.11.7½ & Execution May 30. 1792 —

Lane vs Lane
Jan 49. 1792

William Bolkwood Pltff vs John Bolkwood Deftdt in a Plea de as is of Record heretofore The Pltff appears & the Deftdt tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered that sd William do recover against said John Seven pounds three shillings £ Damages & Costs of Suit taxed at £ 1.14.1 & Execution &c — Execution May 30 1792 —

Marshall vs Smith
Jan 50 1792

Isaac Marshall Pltff vs Obed Smith Deftdt in a Plea de as is of Record heretofore The Pltff appears & the Deftdt tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that sd Isaac do recover against sd Obed Fourteen pounds fifteen shillings £ Damages & Costs of Court taxed at £ 2.5.10 & Execution &c — Execution May 30. 1792 —

Smith vs Ingraham
Jan 5. 1792

Daniel Smith Pltff vs David Ingraham Deftdt in a Plea de as is of Record heretofore The Pltff being three Times called as Nonsuit the Deftdt defaulted & the Case Adjudicated

Smith vs Bethel
Jan 53 1792

Thomas Smith Pltff vs Jonathan M. Bethel Deftdt in a Plea de as is of Record heretofore — The Pltff appears & the Deftdt tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that sd Thomas do recover against said Jonathan Five pounds three shillings & six pence £ Damages & Costs of Court taxed at £ 3.2.5 & Execution &c — Execution May 28. 1792 —

Terry vs Wermier Exr
Jan 65. 1792

Charles Terry Pltff vs Isaac Wermier Exr. of the last Will & of sd Rachel Terry deceased Deftdt in a Plea de as is of Record heretofore The Parties appear & the referees by them chosen heretofore now send into Court their award viz. that sd Charles has not supported his Demand & that sd Isaac do recover against sd Charles his Costs of the Reference being £ 2.9.6 & Costs of Court to be taxed by the Court — which Award is accepted & it is considered by the Court that the said Isaac do recover against the said Charles his Costs of Reference & Court taxed at £ 3.11.2 & Execution &c — Execution May 28. 1792 —

Little vs White
Jan 68. 1792

William Little Pltff vs Joseph White Deftdt in a Plea de as is of Record heretofore — The Pltff appears & the Deftdt tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said William do recover against the sd Joseph Forty three pounds eleven shillings & ten pence £ Damages & Costs of Suit taxed at £ 6.0.9 & Execution &c — Execution May 29. 1792

Allen vs Allen
Jan 69 1792

Joseph Allen Pltff vs Elijah & Elisha Allen Deftdts in a Plea de as is of Record heretofore — The Pltff appears & the Deftdts tho three Times called to come into Court make Default of Appearance here Wherefore it is considered that the sd Joseph do recover against sd Elijah & Elisha Seventy two pounds eleven shillings & five pence £ Damages & Costs of Suit taxed at £ 2.15.8 & Execution &c — Execution May 29 1792 —

Pinney vs Page & Ag^t
Jan 78. 1792

Judd Pinney Pltff vs Abraham Page an absconding Debtor & Joseph Forward his Agent Deftts in a Plea &c as is of Record heretofore — The Pltff appears & it is considered by the Court that this Case be continued to the next Term

Stewater vs Lyman & Ag^t
Jan 71. 1792

John Stewater Pltff vs Olivier Lyman Junr & John Spencer Douglas Agents of S^d Olivier Deftts in a Plea &c as is of Record heretofore The Pltff appears & the S^d John Spencer being three times called to come into Court makes Default of Appearance here — And it is considered by the Court that this Case be continued to the next Term

Noble vs Owen
Jan 73. 1792

Moses Noble Pltff vs Samuel Owen Deftt in a Plea &c as is of Record heretofore — The Pltff being three times called is nonsuited & the Deftt defaulted & the Action is dismissed

Day vs Buffington
Jan 74. 1792

Luke Day Pltff vs Samuel Buffington Deftt in a Plea &c as is of Record heretofore — The Parties appear & agree to refer this Case with all Demands to the Determination of Joseph Williams Esqr Ebenr Mattson Esqr & Simon Learned Esq. the Award of them or any two of them to be final & returned into this Court. Judgment to be made up & Execution issued accordingly — Which Agreement of the S^d Parties is made a Rule of this Court & it is considered that they have Day here in Court until the first Tuesday of September next —

Cox vs Farmer
Jan 75. 1792

James Cox Junr Pltff vs William Farmer Deftt in a Plea &c as is of Record heretofore — The Parties appear & agree to a continuance of this Case to the next Term And it is considered that they have Day here in Court until the first Tuesday of September next

Ashley vs Pitts
Jan 76. 1792

William Ashley Appellant vs Philip Pitts Appellee in a Plea &c as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Charlemont vs Avery & Ag
Jan 81 1792

The Inhabitants of Charlemont Pltffs vs Walter Avery & Ag^t Deftts in a Plea &c as is of Record heretofore The Pltffs being three times called to come into Court are nonsuited the Deftts defaulted & the Action is dismissed

Dalrymple vs Clarke & Ag^t
Jan 82 1792

David Dalrymple Pltff vs Arthur Clarke an absconding Debtor & James Sturtevant Wm Gragg & Peter Green his Agents Deftts — The Pltff appears and it is considered that the said Parties have Day here in Court until the first Tuesday of September next

Ransom vs Warner
Jan 83. 1792

Elisha Ransom Pltff vs Thomas Warner Deftt in a Plea &c as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Hastings vs Rice
Jan 78 & 79 1792

Joseph Hastings Pltff vs Enos Rice Deftt in a Plea &c as is of Record heretofore The Pltff being three times called is nonsuited the Deftt defaulted & the Case is dismissed

Chandler vs Pomeroy
Jan 89 1792

Clark Chandler Pltff vs Josiah Pomeroy Deftt in a Plea &c as is of Record heretofore The Parties appear & agree to a continuance of this Case &c & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

White vs Lucas Jan 90 1792

James White Plff vs John Lucas Deft in a Plea &c as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next —

Hobbins vs Sheldon Jan 91 1792

Joseph Hobbins Plff vs John Sheldon Deft in a Plea &c as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Bacon vs Gibbel Jan 95 1792

Saber Bacon Plff vs Silas Gibbel Deft in a Plea &c as is of Record heretofore — The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the Pl Saber do recover against the Defdt Silas Ten pounds Five shillings & one penny 2nd Damages & Costs of Suit taxed at £2..1..3 — & thereof &c

Exd first May 29. 1792

Grant vs May Admr Jan 96 1792

Asa Grant Plff vs Nathaniel May Admr &c Deft in a Plea &c as is of Record heretofore The Plff being called is Nonsuit the Deft defaulted & the action is dismissed

Giles vs Jones Jan 100 1792

Edward Giles Plff vs Anthony Jones Deft in a Plea &c as is of Record heretofore — The Plff being three times called to come into Court is Nonsuit the Deft defaulted & the action is dismissed

Hutchins vs Hutchins Jan 101 1792

Joshua Hutchins Plff vs Charles Hutchins Deft in a Plea &c as is of Record heretofore The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that Pl Joshua do recover against Defdt Charles Thirteen pounds Seven shillings & seven pence 2nd Damages & Costs of Suit taxed at £2..8..5 & thereof &c

Exd first May 25. 1792 —

Eaton vs Warner Jan 103. 1792

Simeon Eaton Plff vs Noah Warner Deft in a Plea &c as is of Record heretofore The Parties appear & agree to a Condemnation of this Case and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Edwards vs Sheldon Jan 104 1792

Ferdinand Edwards Plff vs Selah Sheldon Deft in a Plea &c as is of Record heretofore — The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that Pl Ferdinand do recover against Defdt Selah Fifteen pounds 2nd Damages & Costs of Court taxed at £2..1..9 & thereof &c

Exd first May 26. 1792

Granger vs Sheldon Jan 105. 1792

Gideon Granger Jun Plff vs Selah Sheldon Deft in a Plea &c as is of Record heretofore — The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that Pl Gideon do recover against the said Selah Fifteen pounds Six shillings 2nd Damages & Costs of Suit taxed at £2..1..9 & thereof &c

Exd first May 26. 1792

Murray & al vs Bolswood Jan 107 1792

John Murray & al Philip Lawson Plffs vs Ebenr Bolswood Deft in a Plea &c as is of Record heretofore The Plffs appear & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that Pl John & Philip do recover against the said Defdt Five hundred & nine pounds fourteen shillings & one penny three farthings 2nd Damages & Costs of Suit taxed at £4..4..9 Whereupon the Deft by Simeon Strong Esqr his Atty comes & appeals from the Judgment of this Court to the next Judicial Court to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of this October next & he recognizes with sufficient Sureties for prosecuting his said Appeal with effect &c

Ebenezer Fisk Pltff vs. Reuben Munger Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case under the Rule of Reference heretofore entered into — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next — Fisk vs Munger Jan 12. 1792

Moses Brown Pltff. vs. Elkanah Hickson Deft in a Plea as is of Record heretofore — The Pltff being three Times called is nonsuit. The Deft defaulted & the Action is dismissed — Brown vs Hickson Jan 15. 1792

Walter Pollard Pltff vs. Elisha Ransom Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the first Tuesday of September next — Pollard vs Ransom Jan 17 1792

Isaac Pierce & Polly his Wife Exr of the last Will & of Jonah Wilder dec.d Pltff. vs David Bassett Deft in a Plea as is of Record heretofore — The Pltff now appear & pray Judgment & Execution & it is considered by the Court that s.d Isaac & Polly in her said capacity do recover against s.d David Six pounds thirteen shillings & two Damages & Costs of Suit taxed at £3. 15. 1 & thereof &c — Pierce & al Exrs vs Bassett Jan 18. 1792 Exr issued May 28. 1792

John Dana Pltff vs. Elisha Nathaniel Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the first Tuesday of September next — Dana vs Nathaniel Jan 19. 1792

Thomas Mighill Pltff vs. Ebenezer Phillips Deft in a Plea as is of Record heretofore — The Parties appear & the Referees by them chosen now send into Court their Award viz. that the Pltff recover of the Deft Two pounds sixteen shillings Damages & Costs of the Reference amounting to Three pounds & eleven pence & Costs of Court to be taxed by the Court — which Award is accepted & it is considered by the Court that s.d Thomas do recover against s.d Ebenezer two pounds sixteen shillings & two Damages & Costs of Court & Reference taxed at £ & thereof &c — Mighill vs Phillips Jan 20. 1792

Seth Sadler Pltff vs. Benjamin Hancock & Elizabeth Hickson Deft in a Plea as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court under the Rule heretofore entered into until the first Tuesday of September next — Sadler vs Hancock & al Jan 23. 1792

Asher Day Pltff of Ebenezer Ellis Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case & Judgment at the next Term to be final — and it is considered by the Court that they have Day here in Court until the first Tuesday of September next — Day vs Ellis Jan 24. 1792

Giles Frary Pltff vs Reuben Walsh & Jonathan Ellis Deft in a Plea as is of Record heretofore — The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that said Giles do recover against the said Reuben & Jonathan Costs of Suit taxed at £ & thereof &c — Frary vs Walsh & al Jan 25. 1792 Plaintiff Money Damages &c

Daniel Munger vs Samuel Munger Deft in a Plea as is of Record heretofore — which Case was defaulted the last Term and now the said Parties appear in their own Persons & agree that this Case be continued to the next Term for Judgment & it is considered by the Court that the Case be accordingly continued to the first Tuesday of September next — Munger vs Munger Jan 27 1792

Eato Pomeroy Pltff vs. Samuel Bates Deft in a Plea as is of Record heretofore — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next — Pomeroy vs Bates Jan 28. 1792

Merrill vs Abby & Agents No. 2

Gideon Merrill of Londonderry in the County of Hampshire Yeoman Pltff v. Samuel Abby late of Londonderry aforesaid Yeoman an absconding Debtor & the Inhabitants of the parish Parish in Londonderry Agents &c of Deft in a Plea for not paying several Sums of Money according to his Promise to the Damage of Eleven Pounds as is more fully set forth in the Declaration on File &c — The Pltff appears & tells Coleman Treas. of the parish Parish, & Sues as Agent & they agree to a Continuance of this Case with Leave reserv'd a saving of all Advantages to the Pltff — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Bliss vs Bliss No. 3.

Oliver Bliss of Wilbraham in the County of Hampshire Yeoman and Obed Bliss of Wilbraham Yeoman Parties in a Suit of Replevin by them entered into & acknowledged as the Statute points out — The said Parties appear & the Replevin by them chosen now sent into Court there Arbitrators & that said Obed pay said Oliver Eighty pounds ten Shillings in Damages & Seven pounds eighteen Shillings & nine pence Costs of Court & Three pounds nine Shillings & two pence Costs of the Replevin — Which is accepted & it is considered by the Court that Oliver do recover against said Obed Eighty pounds ten Shillings Dmgs Damages & Costs of Court & Replevin being £ 12.0.3 & Execution of the same

Ex. d. May 28. 1792

Bolswood vs Abby & Agt. No. 4.

Ebenezer Bolswood of Londonderry in the County of Hampshire Gent. Pltff v. Samuel Abby late of Londonderry Yeoman an absconding Debtor & the Inhabitants of the parish Parish in Londonderry Agents &c of Samuel Deft in a Plea &c for not paying Eben. several Sums of Money & his Damage Eighteen Pounds &c — The Pltff appears & tells Coleman one of the Inhabitants & Town Treasurer & Agents also comes into Court and they agree that this Case be continued to the next Term with a Saving all Advantages to the Pltff — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Skillogg vs Same No. 5

Martin Skillogg of Londonderry in the County of Hampshire Yeom. Pltff v. Samuel Abby & Agents as mentioned in the preceding Case in a Plea &c for not paying him several Sums of Money according to Promise as is more fully set forth in the Declaration on File to the Damage of said Martin Eighteen pounds &c — The Pltff appears & tells Coleman Treasurer to the Inhabitants of the parish Parish in Londonderry appears & Sues Agents & they agree to a Continuance of this Case with a Saving of all Advantages to the Pltff — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Montague vs Same No. 6

Zebina Montague of Londonderry in the County of Hampshire Gent. Pltff v. Samuel Abby late of said Londonderry Yeoman an absconding Debtor & the Inhabitants of the parish Parish in Londonderry his Agents &c Deft entered &c for not paying him several Sums of Money according to his Promise to the Damage of said Zebina Eighty pounds as is more fully set forth in the Declaration on File &c — The said Zebina appears & tells Coleman Treasurer of the said Parish in Londonderry & Sues Agents also comes & they agree to a Continuance of this Case with a Saving of all Advantages to the Pltff — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Belding vs Chapin No. 7

Samuel Belding of Hatfield in the County of Hampshire in an Action of Replevin v. Caleb Chapin of Bernardston in the same County Gent. Deft in a Plea of Debt for not paying the Pltff £ 30.15.3 Dmgs Damages &c Pounds — as is fully set forth in the Declaration on File — The Pltff appears and the Deft. the same comes called makes default & appearance in Court therefore it is considered by the Court that the said Samuel do recover against the said Caleb Forty pounds seventeen Shillings & two pence Dmgs Damages & Costs of Suit taxed at £ [illegible] & Execution &c

Ex. d. May 30. 1792

Benjamin Davenport of Hartford in the County of Hartford & State of Connecticut Gent. Pltff vs. Timothy Marsh of Hadley in the County of Hampshire Gent. Deft in a Plea of the Case for said Timothy not paying the Pltff £6-1-0 & Interest according to his Note bared August 28. last & the Damage of said Benjamin Mile, round. The Pltff appears & the Deft being three times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that said Benjamin do recover against the said Timothy Six pounds six shillings & four pence & his Damages & Costs of Suit taxed at £ 2 7 8 & Execution for the same May 30 1792 —

Davenport vs Marsh No. 8

Silas Hubbel of Westfield in the County of Hampshire Yeoman & Lovewell Thomas of Montgomery in the same County Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute & the said Parties appear & the Referees by them chosen now read into Court their Award viz: That said Silas pay said Lovewell £8.18.10 Damage & £4.9.3 Costs of Reference & Cost of Court &c — Whereupon it is considered by the Court that the said Lovewell do recover against the said Silas Eight pounds eighteen shillings & ten pence Damages & Costs of Court & Reference taxed at £5.3.1 & Execution for the same May 28. 1792

Hubbel vs Thomas No. 9

Henry V Schaack of Pittsfield in the County of Berkshire Esqr Pltff vs. Rebecca Conkey of Pelham in the County of Hampshire Administratrix on the Estate of William Conkey deceased Deft in a Plea of the Case as is at large set forth in the Declaration on File. The Parties appear and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

V Schaack vs Conkey Adm. No. 10

Minderd Van Deusen of the City & County of Albany & State of New York Atty at Law Pltff vs. Gideon Hull of Granville in the County of Hampshire Innkeeper Deft in a Plea of Trespass on the Case as is at large set forth in Declaration on File & The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Van Deusen vs Hull No. 11

Ichid Messenger of Southwick in the County of Hampshire Yeoman Pltff vs. Roger Rook Yeoman & Elkan Rook Yeoman both of the same Southwick Deft in a Plea of the Case as is at large set forth in the Declaration on File & The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Messenger vs Rook & al No. 12.

Absalom Beard of Blanford in the County of Hampshire Yeoman Pltff vs. Joseph Henry Gent. & Elijah Blackman Gent. both of Chester in the County aforesaid Deft in a Plea of the Case &c as is at large set forth in the Declaration on File &c The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Beard vs Henry & al No. 13

Abiel Pettis of Montgomery in the County of Hampshire Yeoman Pltff vs Reuben Shepard of the same Montgomery Yeoman Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Pettis vs Shepard No. 14

Morgan vs Morgan No. 15

Abner Morgan of West Springfield in the County of Hampshire Yeoman Plff vs Peter Morgan of the same West Springfield Yeoman Deft in a Plea of the Case for not paying him £52.17.9 Lawful money which according to his Note dated Jan 26. 1790 to the Damage of said Abner Fifty pounds — The Parties appear & agree to a Continuance of the Case to the next Term — And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Bull vs Beckwith No. 16

Ezekiah Bull of Hartford in the County of Hartford & State of Connecticut Merch Plff. Elisha Beckwith of Cumberland in the County of Hampshire Yeoman in a Plea of the Case for not paying the Plff £8.14.6 according to his Note dated June 19th 1790 to his Damage twelve pounds — The Plff appears & the Deft the Three Times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the said Ezekiah do recover against the said Elisha Nine pounds fourteen shillings & four pence Lawful Damages & Costs of suit taxed at £2.2.5 & Execution May 28 1792

Leonard vs Jones No. 17

Abner Leonard of West Springfield in the County of Hampshire Husbandman Plff vs Samuel Jones of Middlefield in the same County Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on file &c — The Parties appear & agree to a Continuance &c And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Rich vs Pixley No. 18

Solomon Rich of Hebron in the County of Washington & State of New York Husbandman Plff vs Noah Pixley of Chester Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on file &c The Parties appear & agree to a Continuance of this Case And it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Emory vs Ingersoll & al No. 19

Jonathan Emory of Boston in the County of Suffolk Merch Plff. Seth Austin of Sheffield in the County of Hampshire Yeoman an absconding Debtor & James Bishop of Westfield in the same County Yeoman Trustee of said Seth Deft in a Plea &c for not paying him £150.14.9 Lawful according to his Note dated July 7. 1784 — to the Damage of said Jonathan Two hundred pounds — The Plff appears & the said James being now three Times called to come into Court makes Default of appearance here — And it is considered by the Court that this Case be continued to the first Tuesday of September next

Holcomb vs Rich & al No. 20.

Ezra Holcomb of Granby in the County of Hartford & State of Connecticut Yeoman Plff vs John Rich of Granville & Peter Gibbons of Granville in the County of Hampshire Cordwainer Deft in a Plea that they render him £46.6.9 which to him they owe & from him detain to the Damage of said Ezra Forty pounds as is more fully set forth in the Writ on file — The Plff appears & also the Deft & the Defendants for leave to amend the Declaration by adding to Peter Gibbons Name the Christian name of John & it is granted to have and it is considered that they have Day here in Court until the first Tuesday of September next

Walden vs Munger & al No. 21.

Elisha Walden of Colebrook in the County of Hampshire Yeoman also Justice of Peace Nathan Munger late of Springfield in the County of Hampshire Yeoman & Silas Gunn of Sandlow in the same County Yeoman also Partners Deft in a Plea of the Case for not paying him according to their Note dated June 23 last to his Damage Eight pounds — The Plff appears & the Defendants three times called to come into Court make Default of appearance here & Default — It is considered by the Court that the said Elisha do recover against the said Nathan and Silas Five pounds five shillings & one pence Lawful Damages & Costs of suit taxed at £1.16.7 & Execution

Execution May 28. 1792

James Hooper & Horace Hooker both of Windsor in the County of Hartford & State of Connecticut Merchts Plff. vs Bildad Foster of Southwick in the County of Hampshire Gent. Deft in a Plea of the Case for his not paying them £ 7.17.9 & the Interest according to his Note dated May 18th 1789 & their Damage seven pounds — The Plffs appear & on Motion have leave to amend their Declaration — The Deft the three times called to come into Court makes Default of Appearance here — Whereupon it is considered that the Plffs Hooper & Horace do recover against the Deft Bildad Foster five pounds eleven shillings & four pence for their Damage & Costs of Suit taxed at £ 7.17.9 & Execution &c

Exd. the June 12th 1792

Hooker & al vs Foster No. 22

Nehemiah Wells of Hatfield in the County of Hartford & State of Connecticut Merchant Plff. vs Thomas Cole Esquire & Ira Clayton Yeoman both of Greenfield in the County of Hampshire Defts in a Plea of the Case for not paying him £28.15.0 according to their Note dated Sept. 23. last & his Damage of said Wells Ten pounds — The parties appear and agree to a Continuance &c and it is considered by the Court that they have Day here in Court until the first Tuesday of October next

Wells vs Cole & al No. 23

Samuel Boies of Plainfield in the County of Hampshire Innkeeper Plff vs Samuel Owen of Southwick in the same County Yeoman Deft in a Plea of the Case for not paying him six pounds & two pence & interest according to his Note dated Nov. 3d last & his Damage of Samuel Ten pounds — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered that Samuel do recover against the said Owen six pounds fourteen shillings & two pence for his Damage & costs of suit taxed at £ 6.14.0 — After which the Deft Owen by Johnson Foster his Atty comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for Owen prosecuting his said Appeal with Effect as by the Recognizance on File appears

Boies vs Owen No. 24

Joseph Leonard of West Springfield in the County of Hampshire Yeoman Plff vs James Phillips of the same West Springfield Yeoman Deft in a Plea of the Case for not paying him £35.10.0 & the Interest according to his Note dated Oct. 22 1792 & his Damage of the Plff Joseph Fifty pounds — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Plff Joseph do recover against the said James Thirty three pounds thirteen shillings & eleven pence for his Damages & costs of Suit taxed at £ 33.13.0 & Execution &c

Exd. May 28. 1792

Leonard vs Phillips No. 25

Warham Parks of Westfield in the County of Hampshire Esqr Plff vs Samuel Wilson & Amos Wilson both of Southwick in the same County Yeomen Defts in a Plea that they render him £28.5.0 which to him they owe & prove him unjustly detain to his Damage forty pounds as is more fully set forth in the Declaration on File &c — The Parties appear & agree to a Continuance &c and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Parks Esq vs Wilson & al No. 26

Warham Parks of Westfield in the County of Hampshire Esqr Plff vs Grace Shaw of Russel in the same County & Daniel Holden of Southampton in the County Yeoman Defts in a Plea of the Case for their not paying him £ [illegible] & the Interest according to their Note dated February 7. last & his Damage £10 — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Parks Esq vs Shaw & al No. 27

Coit & al vs Clough No. 28

Isaac Coit of Southwick in the County of Hampshire Esq. Pltff in a Plea of the Case for not paying the Pltff £6 10 0 according to his Note dated Dec. 24. last to the Damage of sd Isaac twelve pounds. The Parties appear & agree to a Continuance &c and it is considered that they have Day here in Court until the first Tuesday of September next

Foster & al vs Drake No. 29

Samuel Foster of Westfield in the County of Hampshire Esq. Pltff moves against Drake of the same Westfield Yeoman Deft in a Plea that he render to said Samuel Forty pounds Lawful money which claim he owes & from him detains to his Damage forty pounds as is more fully set forth in the Declaration on File &c The Parties appear & agree to a Continuance &c and it is considered that they have Day here in Court until the first Tuesday of September next

Chapman vs Stewart No. 30

Edward Chapman of Derby in the County of New Haven & State of Connecticut Yeoman Pltff vs. Andrew Stewart of Montgomery in the County of Hampshire Yeoman Deft in a Plea that Debt under to the Pltff £100 Lawful which claim he owes & from him unjustly detains to the Damage of sd Edward Five hundred & fifty pounds &c The Parties appear & agree to a Continuance &c and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Rook vs Woodworth No. 31.

Roger Rook of Southwick in the County of Hampshire Yeoman Pltff vs. Stephen Woodworth of Great Barrington in the County of Berkshire Yeoman Deft in a Plea &c as is at large set forth in the Declaration on File &c The Parties appear & agree to a Continuance of this Case &c and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Tillotson vs Squire No. 32

Ebenezer Tillotson of Westfield in the County of Hampshire Yeoman Pltff vs. Noble Squire of Montgomery in the same County Yeoman Deft in a Plea of the Case for not paying him £5. according to his Note dated Aug. 27. last and the sum of £4 according to his Note dated August 27. last - to the Damage of sd Ebenezer twenty pounds The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Moore vs Tillotson No. 33.

Asa Moore of Westfield in the County of Hampshire Yeom. Pltff vs Abel Tillotson of Granville in the same County Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on File &c The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Buffington & al vs Day & al No. 34

Samuel Buffington of Worthington in the County of Hampshire Esq. Pltff vs. Thomas Day of Westfield in the same County Gent. & Elisha Kirtland of Norwich in the same County Esq. Deft in a Plea of the Case for their not paying the Pltff £9 0 0 & interest according to their Note dated September 16. 1788 to the Damage twenty pounds the Pltff appears & the Defts being called to come into Court make default of appearance Wherefore it is considered in the Court that Samuel do recover against the Defts Thomas & Elisha Fifteen pounds seven shillings & nine pence Lawful Damages & Costs of Suit taxed at £ 1 10 11 & thereof &c

Recd. judgment May 25. 1832

Noah Sexton of Worthington in the County of Hampshire Yeoman Plff v. Nicholas Cottrell of the same Worthington Blacksmith Deft in a Plea of the Case for his not paying the Plff fifteen pounds ten shillings L^mo according to his Note dated May 10th last to the Plff's Damage fifteen pounds — The Plff appears and the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pl Noah do recover against the said Nicholas Seven pounds thirteen shillings & six pence L^mo Damages & Costs of Court taxed at £1 1s 3s 3 & thereof &c Exp^d Pl May 25. 1792

Sexton v. Cottrell No. 35

Asa Slayton of Chester in the County of Hampshire Yeoman Plff v. Thomas Rose of the same Chester Trader Deft in a Plea of the Case for his not paying the Plff twenty eight pounds 13/ according to his Note dated September 13th last, to the Damage of Pl Asa forty pounds — The Parties appear & agree to a Continuance and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Slayton v. Rose No. 36

Isaac Streeter of Middletown in the County of Hampshire Yeoman Plff v. Thomas Rose of Chester in the same County Trader Deft in a Plea of the Case for not paying him two several Sums of Money according to his Promises to the Damage of Pl Isaac twenty pounds — The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Whereupon it is considered that Pl Isaac do recover against the Pl Thomas Thirteen pounds three shillings L^mo Damages & Costs of Suit taxed at £1 17s 9 & thereof &c Exp^d Pl May 25. 1792

Streeter v. Rose No. 37

Smith v. Wait No. 38

John Newhall of Conway in the County of Hampshire Yeom^n Plff v. Joseph Cattin of the same Conway Yeoman Deft in a Plea of the Case for not paying £5 14s 8 according to his Note dated November 13. 1791 to the Damage of said John Six pounds The Parties appear & agree to a Continuance of this Case to the next Term Judgment then to be final — Whereupon it is considered that the said Parties have Day here in Court until the first Tuesday of September next

Newhall v. Cattin No. 39

Elias Carter Junr of Buckland in the County of Hampshire Trader Plff v. John Wood Yeoman & Stephen Temple Yeoman both of Buckland in the County aforesaid Deft in a Plea of the Case for their not paying him £25 7s 10 L^mo according to their Note dated Mar 31. 1789 to the Damage of Pl Elias £25 — The Plff appears & the Defts tho three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that Pl Elias do recover against the said John & Stephen Twenty pounds six shillings & eight pence L^mo Damages & Costs of Suit taxed at £1 7s 2 & thereof &c Exp^d Pl June 20. 1792

Carter v. Wood & al No. 40

French vs Graham No. 41

Jeremiah French of Conway in the County of Hampshire Gent. Plff vs. Samuel Graham of the same Conway Cordwainer Deft in a Plea of the Case for not paying the Plff £Ms 8.4 according to his Note dated April 19th 1790 to the Damage of Jeremiah thirteen pounds. The Parties appeared on the Motion of the Deft it is considered that they have Day here in Court untill the first Tuesday of September next

Henry vs Smith & al No. 42

Giles Henry of Conway in the County of Hampshire Gent. Plff vs. Elijah Smith Gent. Windsor Smith Yeoman & Samuel Cook Yeoman all of Hadley in the County aforesaid Defts in a Plea of the Case for not paying the Plff sundry Sums of Money according to their Promise to his Damage one Hundred pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Boyden vs Smith No. 43.

Josiah Boyden of Conway in the County of Hampshire Yeom. Plff vs. Thomas Smith of Hadley in the same County Yeom. Deft in a Plea of the Case for not paying the Plff forty good Felt Hats according to his Note dated November 2d 1791 to his Damage fourteen pounds — The Parties appear & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Burbank vs Fisher No. 44

Ebenezer Burbank of Buckland in the County of Hampshire Yeom. Plff vs. Joseph Fisher of the same Buckland Yeom. Deft in a Plea of the Case for not paying the Plff Four pounds & Sixteen shillings according to his Note dated November 1. 1790 to his Damage five pounds. The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ebenezer do recover against the Deft Joseph Four pounds seven shillings & five pence Damages & Costs of Court taxed at £4-9-0 & Execution &c. June 20. 1792 —

Bolswood vs Maxwell No. 45

Samuel Bolswood of Conway in the County of Hampshire Gent. Plff vs. Thompson Maxwell of Chesterfield in the same County Gent. Deft in a Plea of the Case for not paying the Plff £7.18.0 to Sally Cutler according to his Promise to the Plffs Damage nine pounds — The Parties appear and it is considered by the Court that they have Day here in Court untill the first Tuesday of September next —

Rockwell vs Abby No. 46

Timothy Rockwell Yeom. of Hadley in the County of Hampshire Joiner Plff vs. Samuel Abby of Rutland in the same County House Carpenter Deft in a Plea of the Case for not paying the Plff Eight pounds four shillings according to his Note dated July 13. 1791 to his Damage Nine pounds — The Plff appears & moves for a Continuance because the Deft is out of the State & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

[illegible] vs French No. 47

Ezekiel Parsons of Southampton in the County of Hampshire Yeoman Plff vs. David Phelps of Southampton in the same County Physician Deft Being from the State of Ben Phelps Esq. in the Plea in Said Case the Said was Plff & Deft in a Plea of the Case for not paying Said Sum of five Shillings & Sixpence according

ing to his Note dated November 14th last to the Damage of said David Sixty shillings — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Augustus Levake of Hanover in the County of Grafton & State of New Hampshire husbandman appell. vs Levi Shepherd of Northampton in the County of Hampshire Gent. appellee from the Judgment of Essex Court of Pl. & Pl. in which case said Levi was Pltff & said Augustus Deft in a Plea of the Case for not paying the Pltff twenty Dollars of Money to his Damage eighty shillings as is more fully set forth in the Declaration on file &c — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Levake appt vs Shepherd No. 48

Aaron Billings of Conway in the County of Hampshire trader Pltff vs Abner Blood of Shelby in the same County Yeoman Deft in a Plea of the Case for not paying the Pltff fifteen pounds Lmo according to his Note dated June 12. 1788 to the Damage of said Aaron Eighteen pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Aaron do recover against said Abner Eighteen pounds eleven shillings & eight pence Lmo Damages & Costs of Suit taxed at £1 1s 8d & thereof &c Exd. May 28. 1792

Billings vs Blood No. 49

Aaron Billings of Conway in the County of Hampshire Trader Pltff vs Noah Crittenden of the same Conway Yeoman Deft in a Plea of the Case for not paying the Pltff £7 19s 5 to balance Accounts according to his Promise & the Pltffs Damage Ten pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Aaron do recover against the said Noah Seven pounds nineteen shillings & five pence Lmo Damages & Costs of Suit taxed at £1 1s 5d & thereof &c Exd. May 28. 1792

Billings vs Crittenden No. 50

John Clary of Conway in the County of Hampshire Executor of the last Will &c of Samuel Clary late of Sunderland dec. Pltff vs Joseph Perry of Sunderland aforesaid Yeoman Deft in a Plea of the Case for not paying the Pltff £16 12s 4d to balance Accounts to the Damage of said John in said Capacity twenty pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said John in his said Capacity do recover against said Joseph Sixteen pounds Fifteen shillings & 6d Lmo Damages & Costs of Suit taxed at £1 1s 5d & thereof &c Exd. May 28 1792

Clary Exr vs Perry No. 51

John Worthington of Springfield in the County of Hampshire Esqr Pltff vs James White of Goshen al. Gent. & John Clark Junr Yeoman both of Goshen in the same County Defts in a Plea of the Case for their not paying the Pltff Twelve pounds two shillings Lmo & the Interest according to their Note dated Jan. 27. 1790 to his Damage £15 — The Parties appear and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Worthington Esq vs White al No. 52

Elijah Dickinson Gent. Elihu Dickinson Yeoman & Abed Dickinson Gent. Executors of the last Will &c of Obadiah Dickinson late of Springfield in the County of Hampshire dec. Pltff vs Samuel Flower of Ashfield in the same

Dickinson al Exr vs Flower No. 53

County Yeoman Debt in Plea of the Case for not paying them £18, 2 and 1 mo & the Interest according to his Note dated Sept 3d 1789 to their Damage twenty two pounds & the Plffs appear & the Deft the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Plffs do recover against the sd Lamrock Twelve pounds ten shillings & mo Damages & Costs of Suit taxed at £ 1 11 3 & Thereof &c.

Execution May 28th 1792.

Buck & al
vs
Giles & al
No. 54 —

David Buck Gentn Lucy Colton Widow both of Longmeadow & William Sheldon of Springfield Physician all in the County of Hampshire Plffs vs Edward Giles Yeoman & John Giles Yeoman both of Charlemont in the same County Debts in a Plea of the Case for their not paying the Plffs £27 in gold & the Interest according to their Note dated Sept 12 1790 to the Damage of the Plffs twenty five pounds — The Parties appear and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Buck & al adm.
vs
Thingsbury
No. 55.

David Buck Gentn Lucy Colton Widow & William Sheldon Physician administrators upon the Estate of Samuel Colton late of Longmeadow in the County of Hampshire Plffs vs Joseph Thingsbury of Enfield in the County of Hartford & State of Connecticut Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on file — The Parties appear & agree to refer this Case to the Determination of William Ingraham & Jonathan Dewright & Elisha Terry Esqrs the award of them or any two of them to be final to be determined into this Court & judgment to be made up & execution issued according to which agreement of the said Parties is made a Rule of this Court and it is considered that they have Day here in Court until the first Tuesday of September next

Buck & al adm.
vs
Mason & al
No. 56 —

David Buck Gentn Lucy Colton Widow & William Sheldon Physician Administrators on the Estate of Samuel Colton late of Longmeadow deceased Plffs vs Joseph Mason late of Wilbraham in the same County Yeoman an absconding Debtor & Elias Button of Ludlow in the same County Yeoman legally sd of said Joseph Deft in a Plea &c as is at large set forth in the Declaration on file &c — The Plffs appears & the sd Elias being three times called to come into Court makes Default of Appearance here and it is considered that this Case be continued to the first Tuesday of September next

Lane
vs
Leonard
No. 57 —

Lemuel Lane of West Springfield in the County of Hampshire Administrator & Abner Leonard of the same West Springfield Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on file &c — The Parties appear & agree to a Continuance & it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Pease
vs
Gray
No. 58 —

Ebenezer Pease of Monson in the County of Hampshire Husbandman Plff vs Israel Gay of the same Monson Husbandman Deft in a Plea of the Case for his not paying the Plff Seventy five pounds according to his Note dated Mar 5th 1790 — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered that sd Ebenezer do recover against the said Israel Sixteen pounds one shilling & eight pence & Two Damages & Costs of Suit taxed at £ 1 12 7 & Thereof &c.

Execution May 28 1792.

Dwinel & al
adm.
vs
Smith
No. 59 —

Elizabeth Dwinel Widow Nathaniel Dwinel Esq. both of Springfield in the County of Hampshire & Thomas Anderson of Monson in the same County Yeoman Admrs on the Estate of Samuel Dwinel Esqr deceased Plffs vs Timothy Smith of Hardwick in the County of Worcester Husbandman Deft in a Plea of Debt as is fully set forth in the Declaration on file &c — The Plffs

appear & the Defdt the three Times called to come into Court makes Default of Appearance here Wherefore it is considered that Pltfs in their Capacity do recover against said Smith

Barker vs Howe

of Lawful Money Debt & Costs of Suit taxed at £1..14..11 & Execution &c

Barker vs Howe No. 60

Wardell Barker of Barkers field in the County of Ontario & State of New York Yeoman Pltff Silvanus Howe of Belchertown in the County of Hampshire Gentn Deft in a Plea of the Case for his not paying the Pltff £20..14..0 according to his Note dated May 3. 1790 to his Damage Thirty pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Wardell do recover against the said Silvanus £23..3..6 & his Damages & Costs taxed at £3..9..7 — Effter which the said Sylvanus by John Taylor Gentn his Attt comes & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for said Silvanus prosecuting his said Appeal with Effect &c

Davis & al vs Danielson No. 61

Robert Davis & Joshua Davis Jun. of Boston in the County of Suffolk Merchants Pltff vs Timothy Danielson of Monson in the County of Hampshire Gentn Deft in a Plea of the Case for not paying the Pltff £156..8..2 & the Interest according to his Note dated Feb. 24. 1791 to their Damage two hundred pounds The Pltff appear & the Deft the three Times called to come into Court makes Default of Appearance here — And it is considered by the Court that the said Robert & Joshua do recover against the said Timothy £167..14..8 & Costs of Suit taxed at £2..13..7 —

Execution iss. May 28th 1792 —

Waite vs Fairbanks No. 62

John Waite of Brookfield in the County of Worcester Gentn Pltff vs Eleazer Fairbanks of Monson in the County of Hampshire Yeoman Deft in a Plea of the Case for his not paying the Pltff Five pounds & Lawful Int according to his Note dated Mar 2d 1790 to the Pltff Damage ten pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered that Pltff do recover against Deft Eleazer Five pounds thirteen shillings & three pence & his Damages & Costs taxed at £1..9..1 & Execution &c Execution iss. May 28th 1792

Pease vs Hammond No. 63

Joseph Pease of Sheffield in the County of Berkshire & State of Connecticut Yeoman Pltff vs John Hammond late of New Marlboro in the County of Hampshire Yeoman alias Gentn in a Plea that he render to Pltff £[illegible] which he owes & from him unjustly detains to his Damage twelve pounds The Parties appear and it is considered by the Court that they have Day here in Court until the first Tuesday of September next

Bliss vs Hartwood No. 64.

Aaron Bliss of Wilbraham in the County of Hampshire Gent. Pltff. The Proprietors of Common & undivided Land in the Town of Washington in the County of Berkshire called Hartwood otherwise called ~~Hardwood~~ the Proprietors of Hartwood in s^d County Defts in a Plea of the Case for their not paying him £52.7.0 according to their Note dated April 13th 1791. to his Damage Eighty pounds — The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here — Whereupon it is considered that s^d Aaron do recover against the s^d Proprietors Fifty five pounds seven shillings & seven pence Lawful Damages & Costs of Suit taxed at £1.18.7 & thereof &c. Exp^d Ninth May 28 1792

Goodman & al vs Bidwell No. 65

Noah Goodman of Hadley in the County of Hampshire Esqr Pltff vs Samuel Bidwell of Granby in the same County Trader Defts in a Plea of the Case for not paying the Pltff £20. according to his Note dated April 20th 1790 to his Damage Eighty pounds. The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here — Whereupon it is considered by the Court that s^d Noah do recover against said Samuel Five pounds fourteen shillings Lawful Damages & Costs of Suit taxed at £1.19.7 & thereof &c. Exp^d Ninth May 28. 1792

Porter & al vs Marble & al No. 66.

Elisha Porter of Hadley in the County of Hampshire Esqr & Sheriff of said County Pltff vs John Morgan late of Springfield in s^d County Yeoman Joel Marble of s^d Springfield Apothecary & Samuel Munn of s^d Springfield Yeoman Defts in a Plea that they under to him Ten thousand pounds Lawful which to him they owe & from him unjustly detain &c to his Damage £1200 Pounds. The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here — And it is considered by the Court that this Case be continued to the first Tuesday of September next for Judgment

Phillips & al vs Pellotton & al No. 67

William Phillips of Boston in the County of Hampshire Esqr Pltff vs Jonathan Pellotton Yeoman & Jonathan Pellotton Junr Yeoman Defts in a Plea of the Case for their not paying him £122.5.6 Lawful & Interest according to their Note dated June 14. 1787 to his Damage Fifty pounds — The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that s^d William do recover against s^d Jonathan & Jonathan Junr Thirty nine pounds twelve shillings & one penny Lawful Damages & Costs of Suit taxed at £2.14.7 & thereof &c. Exp^d Ninth May 28. 1792

Phillips & al vs Berry & al No. 68

William Phillips of Boston in the County of Suffolk Esqr Pltff vs John Berry & John Berry Berry both of Southwick in the County of Hampshire Husbandmen Defts in a Plea for their not paying him £72.17.8 Lawful & Interest according to their Note dated March 13. 1791 to his Damage Fifty pounds — The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that s^d William do recover against the said John & John Berry Forty pounds fifteen shillings & s^d Lawful Damages & Costs of Court taxed at £2.2.1 Bill & thereof &c. Exp^d Ninth May 28. 1792

Pierrington & al vs Smith & al No. 69

Amos Pierrington of Westfield in the County of Hampshire Labourer Pltff vs Thomas Smith Gent. Samuel Ingersoll Nathan Jackson Yeoman Joel Miller Yeoman John Dunning Husbandman Ebenezer Jones Gent. Thomas Sloan Henry Pease Esqr Joseph Cole Caleb Rich Nathan Manuel Joseph Deming Simon Underwood & Husbandmen all of Sandisfield in the County of Berkshire Esqr Smith Husbandman Lemuel Butler Ebenezer Freeman Reuben Jones Husbandman all late of s^d Sandisfield Defts in a Plea of the Case as is at large set forth in the Declaration on file — The Parties appear & agree to a Continuance of this Case to the next Term — And it is ordered by the Court that the Parties Day here in Court until the first Tuesday of September next

Commonwealth of Massachusetts } Hampshire ss. At a Court of Northampton within the County of Hampshire Thomas Dibble in a Plea of Debt & for not paying the Sum of his Recognizance in a Bill of Exchange set forth in the Writ of Sum-facias on File &c. Moses Bishop Esq. Atty for Repub. appears in this Court to prosecute &c. and the said Caleb the Same Times called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that this Case be continued to the next Term for Judgment.

Commonwealth vs Dibble No. 70.

Commonwealth of Massachusetts vs Nathan Cobb of Montague in the County of Hampshire Husbandman Debt in a Plea of Debt &c for not paying the Sum due of his Recognizance as is at large set forth in the Writ on File &c. Moses Bishop Esq. Atty for Repub. appears in Court to prosecute &c. & the said Nathan the Same Times called to come into Court makes Default of Appearance here. Whereupon it is considered that this Case be continued for Judgment untill the first Tuesday of September next.

Commonwealth vs Cobb No. 71.

Israel Ashley Physician & William Ashley Yeoman both of Westfield in the County of Hampshire Executors of the last Will & Testament of Margaret Ashley dec'd Pltfs vs William Carter of Westfield aforesaid Yeoman Deft in a Plea of the Case for not paying the Sum £3.16.4 due & Interest according to his Note dated Nov. 15. 1790 to their Damage Twenty pounds. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next.

Ashley & al vs Carter No. 72.

Ebenezer Woolworth of Sufield in the County of Hartford & State of Connecticut Yeoman Pltff vs Phineas Woolworth of Granville in the County of Hampshire Yeoman in a Plea of the Case for his not paying the Pltff Five hundred pounds according to his Promise as is more largely set forth in the Declaration on File &c. to his Damage one hundred pounds. The Parties appear & agree to a Continuance &c. And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next.

Woolworth vs Woolworth No. 73.

Daniel Fowler of Westfield in the County of Hampshire Innkeeper Pltff vs David Fowler Junr. of Southwick in the same County Gentn Deft in a Plea of Trespass for breaking & entering the Pltffs Close & cutting down & carrying away 100 Trees of the Value of Thirty pounds to the Pltffs Damage £30. The Parties appear & agree to a Continuance &c. And it is considered by the Court that they have Day here in Court untill the first Tuesday of September next.

Fowler vs Fowler No. 74.

Judah Pinney of Windsor in the County of Hartford & State of Connecticut Yeoman Pltff vs Noble Fowler of Southwick in the County of Hampshire Yeoman Deft in a Plea of the Case for not paying the Pltff fourteen pounds &c. according to his Promise January 8th 1791 to the Pltffs Damage twenty pounds. The Parties appear & agree to a Continuance of this Case &c. And it is considered that they have Day here in Court untill the first Tuesday of September next.

Pinney vs Fowler No. 75.

Frederick Chapin of Hatfield in the County of Hampshire Tailor Pltff vs John Dickinson of Whately in the same County Yeoman Deft alias Blacksmith Deft in a Plea of the Case for not paying the Pltff £18.13.10 according to his Note dated October 5. last to his Damage £20. The Parties appear & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next.

Chapin vs Dickinson No. 76.

Giles Appt
vs
Woolworth
Appee No. 77

Stone vs Bryant No. 78 — John Stone of Chesterfield in the County of Hampshire Innholder Pltff vs George Bryant of Chesterfield aforesaid Yeoman Deft in a Plea of the Case for his not paying the Pltff Eighteen according to his Note dated April 1st 1787 to the Damage of the Pltff John Stone pounds The Parties appear & it is considered that they have Day here in Court untill the first Tuesday of September next

Chapin vs Giles No. 79 — Frederick Chapin of Hatfield in the County of Hampshire Tader Pltff in a Plea of the Case for not paying the Pltff Eighteen & Pence according to his Note dated Octr. 1. last & the Balance of £3 more according to his Promise &c to the Damage of the Pltff Frederick twenty pounds The Parties appear and it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Phelps vs Phelps No. 80 — Thankful Phelps of Northampton in the County of Hampshire Singlewoman Pltff vs Israel Phelps of Southampton in the same County Husbandman an absconding Debtor & David Pelton of Southampton Husbandman & Seth Clark of Northampton aforesaid Joiner Gents & Trustees of the said Israel Deft in a Plea of the Case for not paying her Twenty pounds according to his Promise &c to the Damage of the Pltff twenty pounds The Pltff appears & the Trustees being three Times called to come into Court make Default of Appearance here — and it is considered that the said Case be continued to the first Tuesday of September next

Mary vs Mary No. 81 — Caleb Mary of Williamsburgh in the County of Hampshire Farmer Pltff vs Nehemiah Mary of Goshen in the same County Gent Nabias Yeoman Deft for not paying the Pltff Thirty Six Pounds according to his Note dated Sept. 4. last to the Damage £36 — The Parties appear & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Shepard vs Kellogg No. 82 — Levi Shepard of Northampton in the County of Hampshire Esq Pltff vs Eli Kellogg late of South Hadley in the same County Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration of the Pltff appears & moves for a Continuance of this Case to the next Term the Deft being out of the State & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Morgan & Adams vs Doolittle No. 83 — Noah Morgan & Elijah Holton Administrators on the Estate of Aaron Robbins late of Northfield in the County of Hampshire dec'd Pltfs vs Eleazer Doolittle of Plainsdale in the County of Cheshire & State of New Hampshire yeoman Deft in a Plea of the Case for not paying them £10. Pounds according to their Note dated May 5. 1787 to their Damage Seventy pounds — The Parties appear & agree to a Continuance &c and it is considered that they have Day here in Court untill the first Tuesday of September next

Moses Goddard of Orange in the County of Hampshire Gent. Pltff
v. Nathan Goddard of the same Orange Yeoman Deft in a Plea of
the Case for not paying the Pltff the Hundred Longest & two seven
ing Bills Promised & the Damage of said Pltff £5.10 The Parties
appear and it is considered by the Court that they have Day here
in Court untill the first Tuesday of September next

Joseph Pomroy Pltff v. Philip Cowden Deft in a Plea &c as is
at large set forth in the Declaration on File &c. The Pltff being
three Times called it is Nonsuited & the Deft Defaulted & the
Action is dismissed

Martin Stevens of Warwick in the County of Hampshire Husbandman Pltff v. Ebenezer Cheney of Orange in the same County Husbandman Deft in a Plea of the Case as is at large set forth in the Declaration on File &c. The Parties appear & on the Motion of the Pltff it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

John Alan Junr of Bedford in the County of Grafton & State of New-Hampshire & Abel Gifford of Hebron in the County of Tolland & State of Connecticut Traders Pltffs v. Reuben Daley of Bernardston in the County of Hampshire Trader Deft in a Plea for not paying the Pltffs £4.18.10 Lawful according to his Note dated Jan. 11. 1790 to their Damage Eighth pounds — The Pltffs appear and the Deft being three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Jno & Abel do recover against said Reuben Five pounds twelve Shillings & eight pence Lawful Damages & Costs of Suit taxed at £2 16 12 & Place of &c

Exd. 1st May 26. 1792

Martin Stevens of Warwick in the County of Hampshire Husbandman Pltff v. Thomas Hoar of Orange in the same County Husbandman Deft in a Plea of the Case for not paying the Pltff £40 Lawful according to promise to the Pltff Damage Eighty pounds — The Parties appear & on the Motion of the Pltff it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Noah Morgan of Northfield in the County of Hampshire Yeoman Pltff v. Oliver Doolittle of Shirdale in the County of Cheshire & State of New Hampshire Gent. Deft in a Plea of the Case for not paying the Pltff Thirteen pounds Lawful according to his Note dated November 1. 1789 to his Damage £25 — The Parties appear & agree to a Continuance &c And it is considered that they have Day here in Court untill the first Tuesday of September next

Hezekiah Chapin of Bernardston in the County of Hampshire Husbandman Pltff v. Reuben Park of Bernardston in the said County Yeoman Deft in a Plea of the Case for not paying the Pltff Six pounds Lawful according to his Note dated August 29th last to his Damage Twelve pounds — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Jacob Phillips of Warwick in the County of Hampshire Husbandman Pltff v. Charles Woods Junr of Warwick Yeoman Deft in a Plea of the Case for not paying the Pltff £5.12.5 according to his Note dated Jan. 20. 1790 to his Damage £12 — The Pltff appears & the Deft being called makes Default of Appearance in Court & it is considered that Jacob do recover against Chas £6.10.12 Lawful Damages & Costs of Suit taxed at £1.18.3 & Place of &c

Exd. 1st May 26. 1792

Moses Goddard
Nathan Goddard
Nonsuited
Pl. 87.

Pomroy
v.
Cowden
No. 85.

Stevens
v.
Cheney
No. 86

Alan & al
v.
Daley
No. 87

Stevens
v.
Hoar
No. 88

Morgan
v.
Doolittle
No. 89

Chapin
v.
Park
No. 90

Phillips
v.
Woods
No. 91

Dickinson & ux. vs. Fowle No. 92

Elijah Dickinson & Elisha Dickinson & Obed Dickinson Exr. of the last Will & Testt. of Hadriah Dickinson late of Hatfield in the County of Hampshire deceased Plffs. vs. Ebenezer Fowle of Hatfield aforesaid Husbandman Deft. in a Plea of the Case for not paying the Plffs. £39.0.0 & Interest according to his Note dated March 1. 1789 to their Damage Seventy Pounds — The Parties appear and agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the first Tuesday of September next —

Pimpland vs. Ball No. 93

William Pimpland of Bernardston in the County of Hampshire Carpenter Plff. vs. Moses Ball of Hadl. in the County of Worcester Husbandman Deft. in a Plea of the Case for not paying the Plff. £9.0.0 according to his Acct. to his Damage £15 — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered that they have Day here in Court until the first Tuesday of September next —

Stevens vs. Hammond No. 94

Martin Stevens of Warwick in the County of Hampshire Husbandman Plff. vs. Phinehas Hammond of Orange in the same County Husbandman Deft. in a Plea of the Case as is at large set forth in the Declaration on file &c. The Parties appear & on motion of the Plff. it is considered that they have Day here in Court until the first Tuesday of September next —

Hale & ux. vs. Chapman No. 95.

Jonathan Hale of Long Meadow in the County of Hampshire Esqr. Plff. vs. Nathaniel Chapman of the same Longmeadow Yeoman alias Gentn. Deft. in a Plea of the Case for not paying the Plff. £9.15.0 according to his Note dated Augt. 10. 1785 to his Damage Fifteen Pounds &c. The Parties appear & agree to a Continuance &c. And it is considered that they have Day here in Court until the first Tuesday of September next

Dearborn vs. Pease No. 96.

Clark vs. Abby No. 97.

Purchas Clark of Amherst in the County of Hampshire Yeoman Plff. vs. Samuel Abby of the same Amherst Yeoman Deft. in a Plea of the Case as is at large set forth in the Declaration on file. The Plff. appears & moves for a Continuance the Deft. being out of the State &c. And it is considered that the Parties have Day here in Court until the first Tuesday of September next —

Baker vs. Johnson No. 98

Elijah Baker Junr. Plff. vs. John Johnson Deft. in a Plea of as is at Large set forth in the Writ &c. The Plff. being three times called is Nonsuit & the Deft. in default is discharged

Kellogg vs. Dickinson 99

Samuel Kellogg of Amherst in the County of Hampshire Yeoman Plff. vs. Noah Dickinson of the same Amherst Gentn. Deft. in a Plea &c. as is at large set forth in the Declaration on file &c. The Parties appear & agree to a Continuance &c. And it is considered by the Court that they have Day here in Court until the first Tuesday of Sept.

William Ashley of Amherst in the County of Hampshire Gent. Pltff
v. Ezekiel Leonard Esqr. of Hardwick in the County of Worcester
Yeoman Deft. in a Plea of the Case for not paying the Pltff. the
sum of Twenty pounds according to his Note dated Augst. 17th. last
to his Damage £20 — The Parties appear & it is
considered by the Court that they have Day here in Court until the first
Tuesday of September next

Ashley
vs
Leonard
No. 101

William Ashley of Amherst in the County of Hampshire Gent.
Pltff. v. Abel Bassett of Shutesbury in the same
County Yeoman Deft. in a Plea of the Case for not paying
the Pltff. £5 5s. 0 according to his Note dated July 9. 1790
to the Damage of the Pltff £13 — The Pltff appears & the Deft
the three Times called to come into Court makes Default of
appearance Wherefore it is considered by the Court that
the Pltff Daniel do recover against the Deft. Abel Nine pounds
fourteen shillings & Sixpence Damages & Costs of suit
taxed at £ [illegible] & thereof &c. Exon. May 30. 1792

Ashley
vs
Warner
No. 100

Daniel Warren of Williamsburgh in the County of Hampshire
Blacksmith Pltff v. Abel Bassett of Shutesbury in the same
County Yeoman Deft. in a Plea of the Case for not paying
the Pltff £5 5s. 0 according to his Note dated July 9. 1790
to the Damage of the Pltff £13 — The Pltff appears & the Deft
the three Times called to come into Court makes Default of
appearance Wherefore it is considered by the Court that
the Pltff Daniel do recover against the Deft. Abel Nine pounds
fourteen shillings & Sixpence Damages & Costs of suit
taxed at £ [illegible] & thereof &c. Exon. May 30. 1792

Warren
vs
Bassett
No. 102

Daniel Shaw of Pelham in the County of Hampshire Gent. Pltff
v. Andrew Conkey of Shutesbury in the same County Yeoman
Deft. in a Plea of the Case for his Note paying the Pltff Nine
pounds seven shillings & 11d according to Promise to the
Pltff Damage twelve pounds — The Parties appear and
agree to refer this Case & all Demands between them to the
Determination of Mr. Montague, Ebenezer Mattoon Esqr.
& Mr. John Powers, the Award of them or any two of them to be
final to be returned into Court & Judgment to be made upon and
Execution issued according to — which Agreement is made a Rule
of this Court & it is considered that they have Day here in Court
until the first Tuesday of September next

Shaw
vs
Conkey
No. 103

Oliver Cowles of Amherst in the County of Hampshire Yeoman Pltff
v. Samuel Abby of Amherst Yeoman Deft. in a Plea of the Case
for not paying the Pltff £3. according to his Note dated Jan. 7. 1791
& several other Times to the Pltff. Damage £8 — The Pltff appears &
moves for a Continuance of this Case the Deft being out of the State and
it is considered by the Court that this Case be continued to the first
Tuesday of September next

Cowles
vs
Abby
No. 104

Joseph Church of Amherst in the County of Hampshire Yeoman Pltff v.
Samuel Abby of Amherst Yeoman Deft. in a Plea of the Case for
not paying the Pltff £35 according to his Note dated Sept. 13. 1790
to his Damage Forty pounds — The Pltff appears & says the Deft is
out of the State & it is considered that the Parties have Day here in
Court until the first Tuesday of Sept. next

Church
vs
Abby
No. 105

Enoch Bangs of Amherst in the County of Hampshire Yeoman Pltff v. Samuel
Abby of said Amherst Yeoman Deft. in a Plea of the Case for not
paying the Pltff £28. 6s. 8d according to his Promise to his Damage
Thirty pounds The Pltff appears & moves for a Continuance of this Case
the Deft being out of the State — and it is considered by the Court that
they have Day here in Court until the first Tuesday of Sept. next

Bangs
vs
Abby
No. 106

Smith
vs
Abby
No. 107

Moses Smith of Plainfield in the County of Hampshire Yeoman Pltf.
vs Samuel Abby of Plainfield aforesaid Yeoman Deft in a Plea of the Case for
not paying him £28.6.8 according to his Promise by the Pltf's Damage
Sixty pounds — The Pltf appears & moves for a Continuance of
this Case the Deft being out of the State — And it is considered by
the Court that the Parties have Day here in Court until the first
Tuesday of September next

Beckwith
vs
Abby
No. 108

Elisha Beckwith of Plainfield in the County of Hampshire Blacksmith
Pltf vs Samuel Abby of Plainfield aforesaid Yeoman Deft in a Plea of the
Case for not paying the Pltf £8.12.0 according to his Note dated
Jan.y 26 1790 & also £23.19.8 according to his Note of Aug.t 23. 1791
& the Pltfs Damage Sixty pounds — The Pltf appears & the Deft
being out of the State it is considered by the Court that they have
Day here in Court until the first Tuesday of September next

Smith
vs
Abby
No. 109

Moses Smith of Plainfield in the County of Hampshire Yeoman Pltf
vs Samuel Abby of Cummington Yeoman Deft in a Plea of the
Case for not paying the Pltf £25.19.0 according to his Promise
& his Damage Thirty pounds — The Pltf appears & the Deft being
out of the State it is considered that they have Day here in
Court until the first Tuesday of September next

Montague
vs
Bowman
No. 110

Zebina Montague of Plainfield in the County of Hampshire Gent.n Pltf
vs William Bowman of Leverett in the same County Yeoman Deft
in a Plea of the Case for not paying the Pltf £2.4.8 & the Sum
of £4.5.0 & the Sum of £2.12.5 & the Sum of £18.0.0 according
to his several Notes to the Pltf Damage Thirty pounds —
The Parties appear & it is considered by the Court that they have Day
here in Court until the first Tuesday of September next

Kellogg
vs
Warner
No. 111

Taylor
vs
Crawford
No. 112

John Taylor of Northampton in the County of Hampshire Gent.n Pltf
vs Charles Crawford & Isaac Shaw both of Cummington in the County
aforesaid Yeomen Defts in a Plea of the Case for not paying the
Pltf Twenty pounds & two according to their Note of Dec. 22. 1791
& his Damage Thirty pounds — The Parties appear & move to a Continu-
ance of this Case & it is considered by the Court that they
have Day here in Court until the first Tuesday of September next

Morgan & al
vs
Morgan
No. 113.

Seth Morgan of West Springfield in the County of Hampshire Yeoman
& Judah Morgan of Northampton in the same County Yeoman Pltfs
vs Giles Morgan of West Springfield aforesaid Yeoman Deft in a
Plea of the Case as is at large set forth in the Declaration on file &
the Parties appear & it is considered by the Court that they have
Day here in Court until the first Tuesday of September next

Smith
vs
Dickinson
No. 114

Elijah Smith of Northampton in the County of Hampshire Esq.r Pltf
vs Augustus Dickinson of Coventry in the same County Yeoman Deft
in a Plea of the Case for not paying the Pltf £[illegible] according
to his Note dated Nov. 22. 1791 & his Damage [illegible] pounds
The Parties appear & it is considered by the Court that they
have Day here in Court until the first Tuesday of September next.

George Bryant of Charlestown, yeoman in the County of Hampshire Gent. Appellee & Deborah Stone of the same Charlestown Spinster the Appellee from the Judgment of Persons Bowers Esq. and Parties in which Case the Deborah was Plaintiff & George Defendant in a Plea de Ejectione as is at large set forth in the Declaration on File & Pledges. Bryant vs Stone

This appeal and it is considered by the Court that they have Day here until the first Tuesday of September next — No. 115.

Ezra Smith of Colrain in the County of Hampshire Gent. Appellee & Hezekiah Goff of Deerfield in said County Yeoman Defendant in a Plea of Debt as is at large set forth in the Declaration on File &c. The Deft appears & the Defendant being three times called to come into Court makes Default of appearance here. Whereupon it is considered by the Court that said Ezra do recover against the said Hezekiah Thirty one pounds eleven shillings & three pence Lawful Debt & Costs of Suit taxed at £ 1 4 4 & thereof &c. — Execution issue 12. 1791 — Smith vs Goff No. 116

Micah Townsend of Brattleboro in the County of Windham & State of Vermont Esq. Executor of the last Will &c of Samuel Wells late of said Brattleboro dec'd Deft v. Samuel Barnard of Deerfield in the County of Hampshire Esq. Defendant in a Plea of the Case for not paying the Deft Ninety one pounds 8 s & 2 pence & the interest accrued to this Damage £50 — The Deft appears & the Defendant being three times called to come into Court makes Default of appearance here. Whereupon it is considered by the Court that said Micah do recover against the said Samuel Five hundred forty nine pounds eighteen shillings & six pence Lawful Damages & Costs of Suit taxed at £ 1 7 9 & thereof &c. Ex. issue May 29. 1792 — Townsend Ex. vs Barnard No. 117.

William Moore of Greenfield in the County of Hampshire Gent. Plff v. Samuel Prentice of Northfield in the same County Physician Defendant in a Plea of the Case for not paying the Plff £112 9 1 & the interest & the sum of £2 6 2½ according to his several Notes to the Plffs Damage Seventy pounds — The Parties appear and it is considered by the Court that they have Day here in Court until the first Tuesday of September next — Moore vs Prentice No. 118.

Samuel Denison of Guilford in the County of Windham & State of Vermont Yeoman Plff v. Thomas Bee of Colrain in the County of Hampshire Gent. & Silvanus Crandell late of Leyden in said County Yeoman Defts in a Plea of the Case for their not paying the Plff £17 0 & according to their Note dated September 14th last to his Damage £12 — The Parties appear and it is considered by the Court that ~~they have Day here in Court until the first~~ Tuesday of September next — Denison vs Bee & al No. 119

Daniel Forbes of Greenfield in the County of Hampshire Merch. Plff v. Amos Cornwell of said Greenfield hatter Defendant in a Plea of the Case for not paying the Plff £10 according to his Note dated December 30. last to his Damage Ten pounds — The Parties appear & it is considered by the Court that they have Day here in Court until the first Tuesday of September next — Forbes vs Cornwell No. 120

Samuel Bliss of St George in the County of Charlotte & Province of New Brunswick Esq. Plff v. Alexander Clark of Shelburne in the County of Hampshire Yeoman Deft in a Plea of Debt as is at large set forth in the Declaration on File &c. The Deft appears & the Defendant being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Samuel do recover against said Alexander Fifty 4 m 2 Debt & Costs taxed at £ 1 4 11 & thereof &c. Execution issue 6. 1792 — Bliss vs Clark No. 121

Bradley
vs
Kendall
No. 122

Samuel Bradley of Barton in the County of Cheshire merchant Pltff vs. Samuel Kendall Junr of New Salem in the County of Hampshire Gentl Deft in a Plea of the Case for not paying the Pltff Nine pounds according to his Note dated Feby 13th 1791 & in Damage Twenty pounds the Pltff appears & the Deft the Nine times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pltff recover against the Deft Kendall Eight Pounds & Two Damages & Costs of Suit taxed at £2 12 2 & Execution

Exd Sept May 29. 1792

Howard
vs
Potter
No. 123

James Howard of Rowe in the County of Hampshire Yeoman Pltff vs. Ambrose Potter of the same Rowe Yeoman Deft in a Plea of the Case for not paying the Pltff £5 5 5 according to his Note dated April 9th 1792 & the Pltff Damage Ten pounds — The Parties appear & it is considered by the Court that they have Day here in Court until the Tenth Tuesday of September next

Charlemont
vs
Taylor
No. 124

The Inhabitants of Charlemont in the County of Hampshire Pltffs vs Ethiel Taylor of Charlemont aforesaid Esqr Deft in a Plea of the Case for his not paying the Pltffs £7 the 15 according to Promise to the Damage of the Pltffs one hundred pounds — The Pltffs appear & the Deft being out of the State it is considered that they have Day here in Court until the Tenth Tuesday of September next

Deft
vs
Nash
No. 125.

Mathew Deft of Westfield in the County of Washington & State of New York Yeoman & Pltff vs Joseph Nash of Rowe in the County of Hampshire Yeoman Deft in a Plea of Debt as is at large set forth in the Declaration on File &c — The Parties appear & this cause is by the Court that they have Day here in Court until the Tenth Tuesday of September next

Crow
vs
Willard
No. 126

Jeremiah Crowell of Springfield in the County of Hampshire Clock maker Pltff vs. Benjamin Willard of Grafton in the County of Worcester Clockmaker Deft in a Plea of the Case as is at large set forth in the Declaration on File &c — The Pltff appears & the Deft the Nine times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pltff Jeremiah do recover against Deft Benjamin Six pounds Five Shillings & one penny Damages & Costs of Suit taxed at £2 14 7 & Execution &c

Exd Sept May 28. 1792

Shelburne
vs
Greenfield
No. 127

Plaintiffs by the Inhabitants of the Town of Shelburne in the County of Hampshire that Romulus & Negro man & Rosanna in the Hercules Zachariah Bulcashin & Jeanne their Children are poor & indigent Persons now & have been for some time past & are likely to continue chargeable to said Town of Shelburne since the year 1762 said Romulus became an Inhabitant of Greenfield that in the Year 1772 said Rosanna was an Inhabitant in the same Town that said Hercules Zachariah Bulcashin & Jeanne became in 1784 some Inhabitants of said Greenfield that said Romulus & Rosanna for more than 3 years last past have resided in the said Town of Shelburne & not legally settled there & have been long chargeable to said Town Defendants Plaintiffs of Shelburne have within one Year notified said Town of Greenfield the Relief & support of the said Persons & Children & have requested the said Town of Greenfield that they may be adjudged to be the legal settlement of said Persons aforesaid that they may be adjudged to be the legal settlement of said Persons & that said Town of Greenfield may be ordered to reimburse & pay the Town of Shelburne the expence incurred & Damages sustained by said Town & made according to Law in the premises

of said poor Persons from s^d Town of Shelburne to s^d Guinea &c — The said Parties appear and it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Samuel Dickinson the Younger of Hatfield in the County of Hampshire Yeoman Plff v. Joseph Hubbard Willard of Everett in the same County Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on File &c — The Parties appear & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Dickinson v. Willard No. 128.

John Chester Williams of Hadley in the County of Hampshire Gent^n Appell^t v. Jonathan Patterson of Shrewsbury in the County of Windham & State of Vermont Husbandman Appellee from the Judgment of Midad Pomeroy Esqr Just^e Pac^e in which Case s^d John was Plff & s^d Jonathan Deft in a Plea &c as is set forth at large in the Declaration on File &c — and now at this Term the Appellant appears & the Appellee being three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that s^d John do recover against s^d Jonathan £1 5s. 10d £ two Damages & Costs of Suit taxed at £2 2s 2d & thereof &c Given at Sp^d May 26. 1792

Williams Appt v. Patterson No. 129

Benjamin Stow of Granville in the County of Hampshire Yeoman Plff v. Elisha Stow of Middletown in the County of Middlesex & State of Connecticut Yeoman Administrator on the Estate of Elisha Stow late of s^d Granville dec^d Deft in a Plea of the Case as is at large set forth in the Declaration on File &c — The Parties appear & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next.

Stow v. Stow Adm^r No. 130

Henry Williams of Leverett in the County of Hampshire Clerk Appell^t v. Simeon Edwards of Francoria in the County of Grafton & State of New Hampshire Husbandman Appell^d from the Judgment of Midad Pomeroy Esqr Just^e Pacis in which Case s^d Simeon was Plff & s^d Henry Deft in a Plea of the Case as is at large set forth in the Declaration on File &c — The Parties appear & agree that the Case be continued to the next Term without Costs & it is considered by the Court that they have Day here in Court untill the first Tuesday of September next

Williams Appt v. Edwards No. 131

Samuel Parsons of Norwich in the County of Hampshire Gent^n & Thomas James Douglass Gent^n Parties in a Rule of Reference by them entered into & acknowledged as the Statute directs — The said Parties appear & the Referees by them chosen now send into Court their Award as is on File, & on Motion by the said Parties it is considered s^d Award be recommitted to said Referees &c

Parsons v. Douglass No. 132

David Bush Gent^n William Sheldon Physician & Lucy Colton Wid^w Adm^r on the Estate of Samuel Colton late of Longmeadow in the County of Hampshire dec^d — and Benjamin Bergmeier of Wilbraham in the County aforesaid Yeoman Parties in a Rule of Reference by them entered into & acknowledged as the Statute provides — The Parties appear & the Referees send into Court their Award Viz^t. That s^d Benjamin pay s^d David William & Lucy £12 3s 5 Damages & Costs of Reference taxed at £1 9s 4 & Costs of Court to be taxed by the Court — Which is accepted and it is considered by the Court that s^d David William and Lucy do recover against s^d Benjamin £12 3s 5 & Costs of Court & s^d Reference being £2 12s 2 & thereof &c

Bush & al Adm^rs v. Bergmeier No. 133

Brewer Admr. Petn. & Order No. 134

Humbly shews Joseph Stebbins Junr. & Cibil Brewer Admrs. in Testator on the Estate of Isaac Brewer late of Ludlow in the County of Hampshire decd. that S. Isaac in his Life Time made his Bond under hand & Seal to one John Carpenter Yeoman to make & execute to S. John a good warranty Deed of Sixty Acres of Land lying in Wilbraham bounded West on Joseph Stings Land South on Joseph Sting & Josiah Bull East on David Wood North on David Wood & Samuel T. Merrick upon S. John paying the Sum specified in S. Bond & the Interest thereof & whereas since ye Decease of S. Isaac — S. John paid to S. Joseph & Cibil ye full Contents of said Bond & Interest — They therefore pray they may be impowered to make & execute the same Deed &c — Whereupon it is considered that S. Administrators be & they hereby impowered to execute a Deed of the Land above described according to the Prayer of S. Petition

John Gilbert Petn. & Order No. 135 —

Humbly shews John Gilbert of New Hartford in the County of Litchfield & State of Connecticut Yeoman that on April 14th last Timo. Parbanks Junr. of West Springfield in the County of Hampshire Yeoman he recovered Judgment against Mr. Parbanks Esqr. Junr. Pain against S. John for £4 Damages & Costs taxed at £[illegible] & that S. Judgment was rendered on a Note dated Feby. 25. AD 1788 for the Sum of four pounds lawful Money payable on Demand to Gideon Collins Junr. or his Order on which there was no Indorsements & said John he never did execute the said Note on which S. Judgment was rendered & that he had in fact no Information of the Suit on which S. Judgment was recovered & that he had no Property in this Commonwealth which the Officer serving the Writ could attach & that the Service thereof was merely nominal — He therefore prays a new Trial may be granted on the Premises &c — Whereupon it is considered by the Court that a Summons issue to the S. Timothy to show Cause at the next Term why the Prayer of S. Petition should not be granted &c

Warfield Admr. Petn. & Order No. 136.

Humbly shews Phoebe Maxwell Ex. Admr. on the Estate of Josiah Warfield late of Charlemont in the County of Hampshire decd. That the Real Estate of S. Deceased as inventoried amounts to £37-10-0 — and the Debts due from S. Estate & Adm. Accounts exceed the personal Estate £45-9-0½ — She therefore prays License to sell the whole of S. Real Estate for ye. payment of S. Debts subject however to the Widows Improvement & other Rights of Dower &c — Whereupon S. Petn. with a Certificate upon the Judge of Probate confirming S. Statement being read it is considered that said Administratrix may make Sale of all the Real Estate of S. Josiah for ye. purposes mentioned, subject however to the Widows Improvement & other Rights of Dower herein during her Life, & herein observing the Directions of the Law relating to such Sales

Cooley Admr. Petn. & Order No. 137

Humbly shews Rebecca Cooley Administratrix on the Estate of William Cooley late of Pelham in the County of Hampshire deceased that there is due from said Estate her Account for nursing the said intestate & allowance for [illegible] of the personal Estate [illegible] the Indebtedness of the Real Estate of S. Deceased [illegible] Real Es

Late was appraised at £125 — Therefore Liberty to sell yr whole of ye Real Estate — Whereupon it is considered by the Court that ye Petitr be & he hereby is impowered to make Sale of all the Real Estate of ye deceased subject however to the Widows Improvement of her Right of Dower therein during her Life — The ye Adm.r to observing the Directions of the Law relating to such Sales

Bagley, Adm.r Pet.n & Order No. 138

Hunnewell shews John Bagley Administrator on the Estate of John Bagley late of Williamsburgh in the County of Hampshire deceased — That the personal Estate of ye Deceased amounts to £9..0..2 out of which the Widows Allowance £4..18..2 & Adm.r Expenses £3..18..8 being deducted leaves 3/4 only — That the Real Estate of ye Deceased is £87..10..0 — That the Debts due from said Estate with the Interest amounts to £47..8..2 — He therefore prays leave to sell so much of the Real Estate of ye Deceased as shall produce ye Sum of £47..8..2 with Costs of Sale — Whereupon it is considered by the Court that ye Adm.r be & he hereby is impowered to sell so much of the Real Estate of said Deceased as shall produce the Sum of £49 — he there observing the Directions of the Law relating to such Sales &c

Taylor Adm.r Pet.n & Order No. 139

Hunnewell shews Barnabas Eddy Administrator on the Estate of Elisha Taylor late of South Hadley in the County of Hampshire deceased — That the Debts due from ye Estate & the Interest & the Adm.rs Expenses allowed amount to £72..0..4 more than the personal Estate — He therefore prays he may be licensed to sell so much of the Real Estate of ye Deceased & shall produce ye Sum & Costs of Sale for the purpose of paying ye Debts — Whereupon it is considered by the Court that ye Administrator be & he hereby is impowered to make sale of so much of the Real Estate of ye Deceased as shall produce the Sum of £74 — for the purpose aforesaid he therein observing the Directions of the Law relating to such Sales

Taylors Adm.r Pet.n & Order No. 140

Hunnewell shews Elisha Ransom & Sarah Mills Adm.rs on the Estate of Reb Taylor late of Shelburne in the County of Hampshire deceased — That the Debts due from ye Estate & the Adm.rs Account allowed exceed the personal Estate of ye Deceased £58..6 — They therefore pray they may be licensed to sell so much of the Real Estate of ye Deceased & shall be sufficient to pay ye Sum & Costs of Sale &c — Whereupon it is considered that said Adm.rs be & they hereby are impowered to make Sale of so much of the Real Estate of ye Deceased as shall produce the Sum of Sixty pounds for the purpose represented in ye Petition they observing the Directions of the Law relating to such Sales

Commonwealth v. Foster No. 141

Commonwealth of Massachusetts v. Edward Foster of Pelham in the County of Hampshire Taylor Debtor in a Plea of Debt for the said Edward not paying the Forfeiture of his Recognizance as it particularly set forth in the Writ of Fieri facias on File &c — Moses Phelps Esq.r Att.y for Plaintiff comes into Court to prosecute &c — and the ye Edward also comes &c — & it is considered by the Court that this Case be continued to the first Tuesday of September next

Holden Ex.r Pet.n & Order No. 142

Hunnewell shews Enos Seaward Executor of the last Will & of Ebenezer Holden late of Granville in the County of Hampshire deceased — That the Debts due from said Estate exceed the personal Estate in the hands of said Executor £98..9..4½ — He therefore prays he may be impowered

to sell so much of the Real Estate of ye Deceased as shall produce said Sum & Costs of Sale &c — Whereupon it is considered by the Court that said Executor be & he hereby is empowered to make Sale of so much of the Real Estate of ye Deceased as shall produce the Sum of £ 100 — for the purposes aforesaid he observing the Directions of the Law relating to such Sales —

The foregoing Judgments Orders &c being made & entered up in Manner aforesaid & then the Court adjourned without Day —

Wm Rob Breck Clerk

Hampshire Commonwealth of Massachusetts

At the Court of Common Pleas holden at Northampton in and for the County of Hampshire on the first Tuesday of September being the fourth day of the said Month & from day to day to the 12th day of the same Month Anno Domini 1792

Justices of the said Court present

George Porter Esq
Samuel Mather Esq
Samuel Lyman Esq

Abm Burbank Esq
Nathan Ely Esq
Wm Ingersoll Esq } present

Jury of Trials

Enos Stringer Foreman
Lemuel Phelps
Ethan Dickinson
Nathan Geary
Elihu Pomeroy
Eber Hale
Caleb Parsons
Elisha Smith
Elisha Rogers
Jno Church
Benja Clap
Isaiah Bates
Dismissed after finishing case
John Goodman
on the first case
Waitstill Strong sent abroad

Stat
do
Stat
do
Stat
do
Stat
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do
do
do

2d In Case of Bates vs Clark Daniel Newhall de tal was on in Room of Nathan Geary absent

4d In Case of Cox vs Farmer & Dickinson was off & Durham Parson de tal was on

Elizabeth Boardman Executrix & Lewis Boardman Esq Executor of the last Will & Testament of Lewis Boardman Esq late of Pelham in the County of Hampshire Gentleman deceased Plaintiffs

vs. Joel Boies of Blanford in the County of Hampshire Gentleman & William Boies Tenant by his Warranty Moses Draper of Roxbury in the County of Suffolk Gentleman & the Proprietors of the School in Springfield & West Parish in Roxbury Defendants in Ejectment as is of Record to appear — And now the said Porter Esq & the Referees by them last per chosen now send into Court their award viz — The Referees & — having repeatedly met & fully heard the Parties their Proofs & Allegations and find & Find that the Premises in Dispute are the individual Property of the said Lewis Boardman Deceased & Elizabeth his Wife in her Right and that the heirs of the said Lewis on their Title to the Premises they do award & Find for Elizabeth & James in their said Capacity the sum of Twenty Dollars Damages & Costs of Court — Reference Isaac Dickinson & Jonathan Thomas Awards — Which said Award is accepted & it is considered by the Court that the said Elizabeth & James in their said Capacity do recover against the said Moses Draper & the Proprietors of the School in the West Parish in Roxbury Twenty Dollars of lawful Money Damages & Costs of Court which have accrued since the first Monday of June last & have Execution & therefor &c

Execution Sept 13 1792

Boardman Ex
Boies
Sept 10 3 1790

Munroe & al
vs
Gibbs
Sep 10, 1790

David Munroe of Marlborough in the County of Worcester Gent. and Elizabeth his wife Plts. vs. Elijah Gibbs of Stamford in the County of Hampshire Yeoman William Bowers of the same Stamford Yeoman Moses Draper of Roxbury in the County of Suffolk Gent. & the Proprietors of the School in said Roxbury a foresaid Defts. in a Plea as is of Record heretofore. The Parties appear & the Referees by them chosen now send into Court their Award as follows

The Referees aforesaid having repeatedly met & fully heard the Parties their Proofs & Allegations are of Opinion that the premises in Dispute are the undivided Rights & Property of the said David & Elizabeth in her right & the Heirs of the said late James Bowdoin deceased and that to quiet the present Possessors in their Title to the premises they do award to the said David & Elizabeth her wife the sum of thirty shillings Damages & costs of Court & Referees Isaac Winslow Thomas Edwards — Which Award is accepted and it is considered by the Court that said David & Elizabeth do recover against said Moses Draper & the Proprietors of the School in the West Parish in Roxbury Thirty shillings Lawful Damages & Costs of Court & Referees taxed at £4.1.5 & thereof &c.

Execution Sept. 15th 1792

Willson
vs
Fowler
Sep. 20, 1790

William Willson of Westfield in the County of Berkshire Yeoman Plaintiff & Philadelphia Fowler of Westfield in the County of Hampshire Yeoman Defendant in a Plea &c as is of Record heretofore. The Plaintiff appears & it is considered by the Court that this Case be continued to the next Term that the Defts Administrator may be summoned to appear to defend &c.

Edwards & al Exr
vs
Clarke
Sep. 14, 1790

Samuel Edwards of Lancaster in the County of Worcester Yeoman & David Anderson of Rockingham in the County of Windsor late of Lemnah Gent. Exr. Appellts. vs George Clarke of Colrain in the County of Hampshire Husbandman Appellee in a Plea &c as is of Record heretofore. The Parties appear & the Referees by them chosen now send into Court their Award that the said Edwards & Anderson recover against the said Clarke Twenty shillings lawful Money damage & the Plaintiff in Defense pay Costs of Court to be taxed by the Court the Costs of the Defense being Three pounds twelve shillings & one penny Lawful Money & Costs of Referees Martin Kingsley & Elisha Cooper Esqrs. Which said Award is accepted & it is considered by the Court that said Samuel & David do recover against the said George the sum & Damages & Costs of Court & Defense taxed at £3.12.1 & thereof &c.

Execution Sept. 6, 1790

Cynthia
vs
Porter
Jan. 12, 1791

William Hamilton of Springfield in the County of Hampshire Esq. & Cynthia his wife late of Springfield aforesaid Widow the same County Plaintiffs in a Plea &c as is of Record heretofore. [illegible] Thereupon the said Hamilton is considered by the Court that said William do recover against said Porter [illegible]

Thereupon the said Medad by his attorney [illegible] into Court & [illegible] the Court [illegible] the Defendant [illegible] entering the Appeal with the Office [illegible]

[illegible] Order of Execution on the County of Hampshire [illegible] in
[illegible] Town of Hopkinton in the County of Hampshire as is of
Record reference — The Parties appear & it is considered by the Court
that they have leave to go out of Court under the Sheriff of Hopkinton & before
entered into until the third Tuesday in January next —

[illegible]

Jonas Ives of Boston in the County of Suffolk Yeoman Plff
vs Thomas Bird of Brookfield in the County of Hampshire
Yeoman Deft in a Plea as is of Record heretofore — The Plff
appears & the Deft the Fifth Time called to come into Court
makes default of appearance here Wherefore it is considered
that said Ives do recover against the said Thomas Five hundred
fifty six pounds & eight Shillings of lawful Money Damages &
Costs of Suit taxed at £10 13 7 & Execution &c

Ex. Nisi Sept. 20. 1792

Phineas Lyman of Hadley in the County of Hampshire Esq. Lymans Exor
Andrew Pelt & Augustus Belding of Guilford in the County
of Windham & State of Vermont Yeoman Defts in a Plea
as is of Record heretofore — And now at this Time comes
the Lyman Executor to the last Will & Testament of Phineas deceased
appears to prosecute this Suit by Simeon String Esq. his Atty
and the Defts by William Coleman Gent. their Atty & confess judgment
thereon — for as it is never presumed that Upon Manner
& form as the Plff hath alledged against himself & his Counsel
and the Executor to the Plff likewise — Whereupon the Jurors at this
Time returned & impannelled & sworn to try the Issue as the
Law requires declare upon their Oath that they find the Defts
promised the said Phineas in Manner & Form as is
set forth in the Declaration & assess Damages for the Plff in
his said Capacity at Eleven pounds & three Shillings —
Whereupon it is considered by the Court that the Plff
do recover against the said Augustus Eleven pounds three
Shillings & Damages & Costs of Suit taxed at £5 11 11

Whereupon the Defts by their said Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the
fourth Tuesday of September instant & he recognizes as
the Law requires for prosecuting the same

Tyler Pratt of Norwich in the County of Windsor & State of Vermont
Esq. Exor of the last Will & Testament of Jonathan Pratt late of Brookfield in the County of Hampshire deceased
vs Daniel Pratt of Brookfield in the County of Hampshire Administrator on the Estate of Jonathan Pratt late of Philadelphia deceased Defts in a Plea as is of Record heretofore

Pratt & al
vs
Pratt & al Admrs
May 28. 1791

The said Parties appear & the Defts by their Counsel come into Court & Plead Nil Debet & issue is joined on the Plea of the Defts
in their Defence & the Defts make Default & the Plff
the Sum of Twelve pounds Fifteen Shillings & two Pence and
that the Plff do recover of the Defts Eighty & Twenty Pounds
Nine Pounds 15/2 Damages in the Plff's Bill demanded and
Costs of this Suit taxed at £7 1 10 & the Costs of Court to be
taxed by the Court — Whereupon it is considered by the
Court that the Plff do recover against the Defts Eighty & Twenty Pounds
their Capacity aforesaid £19 15 2 & the Plff's Damages & Costs of
Suit to be taxed at £9 0 11 & Execution &c

Ex. Nisi Sept. 19th 1792

Williams
vs
Dickinson
Sept 22. 1791

Hannah Williams of Pittsfield in the County of Berkshire Widow Pltff
vs Henry Wells Dickinson of Deerfield in the County of Hampshire
Gent for Debt in a Plea in a Plea of Record here. The Pltff being now
three times called to come into Court in Norwich the Defdt is nonsuited &
the Case is dismissed

Ingersoll
vs
Gillogy
Sept 22 1791

Henry Ingersoll Esqr Adm on Estate of Ebenezer Baker late of Upper Gilbs
Crouch Gillogy Defdt in a Plea in a Plea of Record here. The
Parties appear in Court & the Defdt is considered by the Court
that they have Day here in Court until the third Tuesday of January
next

Warner
vs
Fish
Sept 20. 1791

Thomas Warner Jun Pltff Lemuel Fish Defdt in a Plea in a Plea of Record
here. The Parties appear & agree to a Continuance of this Case & Court
Costs at the next Term exclusive of Witnesses pay if there be any
Witnesses Costs for 2 days only be taxed this Term & had it is considered
by the Court that they have Day here in Court until the third Tuesday
of January next

Emerson
vs
Jackson
Sept 22 1791

Josiah Emerson Pltff Nathan Jackson Defdt in a Plea in a Plea of
Record here. The Pltff appears by William Bradford his Atty & the
Defdt by Caleb Strong Esqr his Atty comes & defends the wrongs
injuries & says he never promised in Manner & Form as the Pltff hath
alleged & thereof puts himself on the Country & the Pltff
doth the same. Thereupon the Parties by their respective Attys
that they find the Defdt did not promise in Manner & Form as
in the Declaration. And therefore it is considered by the
Court that said Josiah do recover against said Nathan his
Costs taxed at Eight Dollars & therefor &c
Exon for Sept 25th 1791

Bak
vs
Stark
Sept 24. 1791

Ephraim Bak Pltff Joseph Stark Defdt in a Plea in a Plea of Record
here. The Pltff appears by William Bradford Esqr his
Atty & the Defdt by Caleb Strong Esqr his Atty comes & defends the
wrongs & says he never promised in Manner & Form as the Pltff hath
alleged & thereof puts himself on the Country & the Pltff
doth the same. Thereupon the Parties by their respective Attys
that they find the Defdt did not promise in Manner & Form as
in the Declaration. And therefore it is considered by
the Court that said Ephraim do recover against said Joseph his
Costs taxed at Eight Dollars & therefor &c
Exon for Sept 24. 1791

Noyes
vs
Moore
Sept 21 1791

John Noyes Pltff vs Jonathan Moore Mark Moore & John Moore Defdts
in a Plea in a Plea of Record here. The Pltff being three times
called is Nonsuited & the action is dismissed

[illegible]
vs
[illegible]
[illegible]

[illegible] Thomas Thomas Pltff
[illegible] Defdt in a Plea in a Plea of Record here. The Pltff appears by his Atty
[illegible] & the Defdt by [illegible] his Atty comes & defends the
[illegible] & says he never promised in Manner & Form as the Pltff hath
[illegible] & thereof puts himself on the Country & the said
[illegible] & the Pltff doth the same. Thereupon the Parties by their respective Attys
[illegible] that they find the Defdt did not promise in Manner & Form as the Pltff
[illegible] in his Declaration against him hath alleged & thereof puts himself on the Country & the said
[illegible] & the Pltff doth the same. Thereupon the Parties by their respective Attys
[illegible] that they find the Defdt did not promise in Manner & Form as the Court
[illegible] that said [illegible] do recover against said David [illegible] his Costs taxed at [illegible]
[illegible] Costs taxed by his said Atty at [illegible] & the Court
[illegible] prosecuting the same &c

Jeremiah Bowler Pltff vs Robert Parks Deft upon a Plea of assumpsit
according hereto — The Pltff being now three Times called to come into
Court & prosecute the Deft defaulted — the Action is dismissed — Bowler vs Parks Sep. 121. 1791

Roger Adams Pltff vs James Moore Deft in a Plea of assumpsit
according hereto — The Parties appear & agree to refer this Case & Adams vs Moore
all demands & Matters in Controversy Existing between them to
the Judgment & Determination of Parties Jonathan Bostwick & Capt
William Lyon & Mr David Scott the award of them or any two of
them shall be entered into this Court & judgment be Sep. 132. 1791
made upon the same and said agreement of
the said Parties is made a rule of this Court in this Case & it is
considered by the Court that they have Day here in Court until
the third Tuesday of January next

Nathan Lewis Pltff vs Ebenezer Coffin Deft in a Plea of assumpsit
according hereto — The said Parties being now three Times Crier
called to come into Court neither they nor any appear & the Action is Lewis vs Coffin Sep. 134. 1791
dismissed

John Hancock Esq Pltff vs Jonathan Warren & Rodolph Warren Defts in a Plea of assumpsit
according hereto — The Pltff appears & the said Rodolph one of the Defts being now three Times called
to come into Court makes Default of his appearance here Hancock vs Warren Sep. 154. 1791
for it is considered by the Court that said John do recover
against said Rodolph Two hundred forty five pounds four
teen shillings & one penny L. M. Damages & Costs of Suit
taxed at £ & Bulus & thereof &c — Execution Oct. 1. 1792

Joseph Mayo Esq vs Nathan Parsons Jun Deft in a Plea of assumpsit
according hereto — The Parties appear & agree to a Continuance of Mayo vs Parsons
the Case under the Rule hereto entered into — But it is consid- Sep. 164. 1791
ered by the Court that they have Day here in Court until the
third Tuesday of January next

Israel Hanson Pltff vs Moses Bardwell Deft in a Plea of assumpsit
according hereto — The Pltff being now three Times called & Hanson vs Bardwell
with the Deft defaulted the Action is dismissed — Sep. 170. 1791

Lieut Ashman & Samuel Hope Esqrs Pltffs vs Isaac Cole & Zebulon
Plate Defts in a Plea of assumpsit according hereto — The Pltffs being now the Defts three
Times called to come into Court neither appear nor make Default of their appearance Ashman & Hope vs Cole & Plate
here — Therefore it is considered by the Court that the Pltffs Jan 13 1792
do recover against said Defts Cole & Plate Sixty two pounds twenty shillings
L. M. Damages & Costs of Suit taxed at £ & thereof &c
Execution Sep. 29. 1792

Edward Robinson Pltff vs Eleazer Cole Deft in a Plea of assumpsit
according hereto — The Pltff being now three Times called in Court & Robinson vs Cole
the Deft defaulted the Action is dismissed — Jan 14. 1792

Josiah Bowen Pltff vs Clark Chandler Deft in a Plea of assumpsit
according hereto — The Parties appear & agree to refer the Case to the Determination
of John Williams Hugh Mellen & Ebenezer Richmond Esqrs the award of them Bowen vs Chandler
or any two of them to be final & be entered into this Court & Jan 15. 1792
Judgment to be made upon it upon request according to said agree-
ment of Parties is made the said of this Court in this Case and
it is considered by the Court that they have Day here in Court until
the third Tuesday of January next

Lyon
vs
Jones
Jan 19. 1792

William Lyon Pltff. Martin Jones Deft in a Plea as is of Record here before. The Pltff appears & the Deft the Defendant being called to come into Court making default of appearance here. Whereupon it is considered by the Court that said William do recover against the said Martin Fourteen pounds Fifteen shillings & Sixpence & his Damages & Costs of suit expended & Execution &c. Execution Sept 19. 1792 — & so on &c. & therefore &c.

Russell
vs
Symmes
Jan 22 1792

Israel Rahel Pltff, Justin Lyman & Daniel Rhodes Defts in a Plea as is of Record here before. The Pltff appears by Wm Lyman Esq. his Attt & the Defts by Robert Taylor Gent their Attt come & defend the Force & Injury when &c. & say they are not guilty in manner & form as the Pltff hath alleged & prayed & have of this put themselves on the Country. And the Pltff doth the like. & Jury of this Same returned & impannelled as the Law requires, being sworn to try the issue elected upon their Oath that they find the Defts are not guilty &c. And thereupon it is considered by the Court that Justin & Daniel do recover against said Israel their costs. Whereupon the Pltff by his said Attt appeals from the Judgment of this court to the Supreme Judicial Court to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September instant & he enters into with Sureties for said Israel prosecuting the same &c.

Hays
vs
Fowler
Jan 23. 1792

Philip Hays Pltff. Abner Fowler Deft in a Plea as is of Record here before. The Parties appear & agree to a Continuance of this case to the next Term, and it is considered by the Court that they have day here in Court until the third Tuesday of January next

Harris
vs
Ferry
Jan 25. 1792

Isaac Harris Pltff. Charles Ferry Deft in a Plea as is of Record here before. The Pltff now appears & prays Judgment. And it is considered by the Court that said Isaac do recover against the said Charles twelve pounds six shillings & two pence & the Damages & Costs of suit expended &c. Execution Sept 19. 1792

Hammond
vs
Peoples
Jan 28. 1792

Princeton Hammond Pltff. Mathew Peoples Deft in a Plea as is of Record here before. The Parties appear & agree to a Continuance of this case to the next Term, and it is considered by the Court that they have day here in Court until the third Tuesday of January next

Hodden
vs
Coots
Jan 41 1792

Sarah Hodden Pltff & Jared Coots Deft in a Plea as is of Record here before. The Parties appear & agree to a Continuance of this case to the next Term. And it is considered by the Court that they have day here in Court until the third Tuesday of January next

Wait
vs
Smith & al
Jan 45. 1792

Nathaniel Wait Pltff [illegible] Nathaniel of the demanded premises as the said Nathaniel by his writ [illegible] himself unlawfully to receive this Demurrer [illegible] the Pla [illegible] Justice [illegible] Pltff [illegible] Jonathan [illegible] Pltff [illegible]

[illegible] being [illegible] and [illegible] appeared to the Court that
the Plaintiff and the said [illegible] make to them so and is a full &
sufficient answer to the declaration of the said Nathaniel [illegible] the
said Nathaniel by the Plaintiff and ought to have nothing [illegible] wherefore
it is considered by the Court that the said Nathaniel by his Plaintiff aid
do recover nothing [illegible] of the said Defendant [illegible] Damages
and further that the said Plaintiff make his recovery against said
Nathaniel Pay Costs taxed at [illegible] whereupon the said
Nathaniel by Nathaniel Henderson his Atty appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden at Springfield
in and for the County of Hampshire on the fourth Monday of October
next and he recognizes with sureties as the law requires, for
said Nathaniel's prosecuting his said appeal

Pierce
vs
Page et al
Jan 30. 1792

Isaiah Pierce Plaintiff Hezekiah Page et al Defts in a Plea
as is of Record heretofore The Plaintiff being more than three times
called in Court the Defts defaulted & default is adjudged

Atwater
vs
Lyman et al
Jan 31. 1792

Solomon Atwater Plaintiff Nathaniel Lyman et al Defts in a Plea
as is of Record heretofore The Parties appear & agree to a continuance
of this case to the next Term and it is considered by the Court that
the same be there in court until the third Tuesday of January
next

Buffington
vs
Lovejoy et al
Jan 24. 1792

Luke Day Plaintiff Samuel Buffington & Deborah his Wife Plaintiffs in a Plea as is
of Record heretofore The Parties appear & agree to a continuance
and it is considered by the Court that the Plaintiffs have leave to
amend the Rule of Reference heretofore entered into until the third Tues
day of January next

Cox
vs
Farmer
Jan 25. 1792

James Cox Jun. Plaintiff William Farmer Defendant in a Plea as
is of Record heretofore The Plaintiff appears by Joseph [illegible] his
Atty & the Defendant by Woodbridge his Atty comes & defends the
Wrong & Injury when [illegible] and [illegible] commited in manner
& form as the Plaintiff in his Declaration against him hath alleged
& thereof puts himself upon the Country And the Plaintiff likewise
& they also time returned & summoned as the Law requires
being sworn to try the Issue joined upon their Oath that the said
Defendant did not promise in manner & form as is set forth in the
Declaration — and thereupon it is considered by the Court that
said William do recover against the said James his Costs taxed
at £ [illegible] Whereupon the said James by his Atty appeals
from the Judgment of this Court to the Supreme Judicial Court
to be holden at Springfield in and for the said County of Hampshire
on the fourth Tuesday of September instant & he is [illegible]
with Sureties for his prosecuting the said Appeal

Ashley
vs
Pitts
Jan 26. 1792

William Ashley Appellee vs Philip Pitts Appellee in a Plea as is of
Record heretofore The Parties appear & agree to a continuance &
it is considered by the Court that they have leave to continue to
the third Tuesday of January next

Dalrymple
vs
Clark
Jan 22 1792

David Dalrymple Plaintiff Arthur Clark et al Defts in a Plea as is
of Record heretofore The Plaintiff appears and the Defts Arthur being
now the Times called & come into Court makes default & appear
ance here — Whereupon it is considered by the Court that said
David do recover against said Arthur Six pounds Fourteen
Shillings & four pence & his Damages & Costs of Suit taxed
at £ 3. 11. 6 & thereof &c

Entered Sept 14. 1792

Ransom vs Warner — Jan 23. 1792

Elisha Ransom Plff vs Thomas Warner Deft in a Plea as is of Record heretofore — The Plff appears & the Deft tho three times called to come into Court makes Default of his appearance here — Wherefore it is considered by the Court that said Plaintiff do recover against said Thomas Thirty pounds Ten Shillings & two pence & Mr. Damages & Costs of Suit taxed at £3. 18. 10 & therefor &c

Exon. Sept. 14. 1793

Chandler vs Jones — Jan 23. 1792

Jacob Chandler Plff vs Israel Jones Deft in a Plea as is of Record heretofore — The Parties appear & agree to refer this Case to the Determination of John Williams, Hugh McLellan & Obed Robinson Esqrs the Award of them or any two of them to be final & to be returned to this Court & judgment & execution to pass & issued accordingly — Which for a Compliance of the said Parties is made a Rule of this Court & it is considered that they have Day here in Court until the third Tuesday of January next

Wiggin vs Lucas — Jan 30. 1792

James Wiggin Plff vs John Lucas Deft in a Plea as is of Record heretofore — The Plff being now three times called to come into Court is Non Suited & the Deft discharged & the Action is dismissed

Robbins vs Sheldon — Jan 31. 1792

Joseph Robbins Plff vs John Sheldon Deft in a Plea as is of Record heretofore — The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that said Plaintiff do recover against the said John Thirty seven pounds, Eleven Shillings & three pence Damages & Costs of Suit taxed at £3. 9. 7 & therefor &c

Exon. Sept. 29. 1792

Salter vs Warner — Jan 30. 1792

Simeon Salter Plff vs Noadiah Warner Deft in a Plea as is of Record heretofore — The Parties appear & agree to refer this Case to the Determination of Enos Nash, Enos Smith & Amos Gaylord the Award of them or any two of them to be final & to be returned to this Court & judgment to be made up & execution issued accordingly — Which Compromise of the Parties is made the Rule of this Court in this Case & it is considered that they have Day here in Court until the third Tuesday of January next

Hunger vs Hunger — Jan 31. 1792

Hezekiah Hunger Plff vs Reuben Hunger Deft in a Plea as is of Record heretofore — The Parties appear and the Defendant now and at Court this term as on file and it is considered by the Court that the Cause be continued to the third Tuesday of January next

Pollard vs Ransom — Jan 31. 1792

Walter Pollard Plff vs Elisha Ransom Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Dana vs Hatch — Jan 31. 1792

John Dana Plff vs Oliver Hatch Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Sadler vs Peaco — Jan 13. 1792

Ella Sadler Plff vs Benjamin Peaco Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case under a Rule which is entered into until the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Day vs Ellis — Jan 24 1792

Oliver Day Plff vs Elias Ellis Deft in a Plea as is of Record heretofore — The Plff now three times called is Nonsuited & the Deft is called & the Action is dismissed

Hunger vs Hunger — Jan 27. 1792

Darius Hunger Plff vs Samuel Hunger Deft in a Plea as is of Record heretofore — The Plff now at Term & at Term appears & the Deft tho three times called does not appear — And it is considered by the Court that said Darius do recover against said Samuel £5. 15. 4 — Mr. Damages & Costs of Suit taxed at £3. 3. 10 & therefor

Exon. Sept. 27. 1792

[illegible] Plff appears & the Deft. being three times called to come into Court makes Default & appearance &c. Whereupon it is considered by the Court that said Gale do recover against Samuel the [illegible] pounds sixteen shillings & [illegible] Damages & Costs of suit taxed at £ [illegible] Execution &c. Sept. 1792

Gales
Jan 13th 1792

[illegible] Plff appears & the Deft. being three times called to come into Court makes Default & appearance &c. Whereupon it is considered by the Court that said [illegible] do recover against [illegible] pounds sixteen shillings [illegible] Damages & Costs of suit taxed at £ [illegible] Execution &c. Sept. 1792

Jones
Jan 13th 1792

Samuel Sneed Appellt. vs. John Washington Exor. of [illegible] Appellee. The Parties appear & agree to refer this Case to the determination of Robert Brooke & Wm. Dillingham Esqrs. &c. &c. Who at this same Term send into Court their award that the said John Washington recover nothing by the suit & that the said Parties pay their Costs & fees by them paid & which said Award is accepted & it is considered by the Court that said Samuel do recover against John Washington his Costs taxed at £ [illegible] & Execution &c. Dec. 31. 1792

Sneed
Washington
Jan 13. 1792

Levi Randall Plff. vs. Joseph M'Clintock Deft. in a Plea &c. as is of Record heretofore. The Parties appear & agree to a Continuance and it is considered by the Court that they have Day here in Court on the third Tuesday of January next.

Randall
M'Clintock
Jan 14. 1792

Silas Goodman Plff. vs. Giles Gray Deft. in a Plea &c. as is of Record heretofore. The Plff appears & the Deft. being three times called to come into Court makes Default & appearance &c. Whereupon it is considered by the Court that that said Silas do recover against said Giles Thirty four pounds two shillings & one penny &c. Damages & Costs of suit taxed at £ [illegible] Execution &c. Oct. 1. 1792

Goodman
Gray
Jan 14th 1792

Israel Gibbs Junr. Appellant vs. James Clarke Appellee in a Plea as is of Record here &c. The said Parties appear & [illegible] on their former Pleadings viz. I am not holden & answer that I did not promise in Manner & Form as set forth in the Declaration & for Trial put myself upon the Country & Israel Gibbs. The Plff appears & joins issue & Clerk of Court at this time returned a impannelled jury of Twelve men sworn & try the Issue & find for the Plff. in manner & Form as set forth in the Declaration & assess Damages at Two pounds. Whereupon it is considered by the Court that said James do recover against said Israel Two pounds & Damages & Costs of suit taxed at £ [illegible] & Execution &c. Sept. 15. 1792

Gibbs Jr.
vs
Clarke
Jan 14th 1792

David Jones Plff. vs. Paul [illegible] Deft. in a Plea &c. as is of Record heretofore. The Plff being three times called to come into Court makes Default & the action is discontinued.

Jones
vs
[illegible]
Jan 14. 1792

Hutchins
vs
Morgan et al
Jan 20. 1792

Hutchins Pltff vs Judah Morgan et al Deft in a Plea as is the Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term under the Rule of Reference heretofore entered into & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Pattison
vs
Elliston
Jan 23. 1792

Nathaniel Pattison Pltff vs Abel Elliston Deft in a Plea as is the Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Sargent
vs
Wolcott
Jan 15th. 1792

Sargent Pltff vs Simeon Wolcott Deft in a Plea as is the Record heretofore. The Parties appear & agree to a Continuance of this Case under the Rule of Reference heretofore entered into & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Court
vs
Abby & Leg.
Jan 1 1792

Joseph Cook Pltff in Account vs Samuel Abby & Legatees Deft in a Plea as is the Record heretofore. The Parties appear by their Attys & agree to a Continuance of this Case under the same Rule as at the last Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Merrill
vs
Abby & Leg.
Nov 2. 1792

Calvin Merrill Pltff vs Samuel Abby & Legatees Deft in a Plea as is the Record in the Plaintiff's Declaration. The Parties appear by their Attys & agree to a Continuance of this Case under the same Rule as at the last Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Elwood
vs
Abby & Leg.
Nov 1. 1792

Ebenezer Elwood Pltff vs Samuel Abby & Leg. Deft in a Plea as is the Record heretofore. The Parties appear by their Attys & agree to a Continuance of this Case to the next Term under the same Rule as at the last Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Kellogg
vs
Stanley
Oct 5. 1792

Martin Kellogg Pltff vs Samuel Abby & Legatees Deft in a Plea as is the Record heretofore. The Parties appear by their Attys & agree to a Continuance of this Case under the same Rule as at the last Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Teague
vs
[illegible]
Oct 1792

[illegible] Teague Pltff vs [illegible] Deft in a Plea as is the Record heretofore. The Parties appear by their Attys & agree to a Continuance of this Case under the same Rule as at the last Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Hunt
vs
[illegible]
[illegible] 6. 1792

[illegible] Hunt Pltff vs [illegible] Deft in a Plea as is the Record heretofore. The Parties appear by their Attys & agree to a Continuance of this Case under the same Rule as at the last Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

[illegible]
vs
[illegible]

[illegible] vs [illegible] Deft in a Plea as is the Record heretofore. [illegible]

Execution awarded — [illegible] Parties in the suit after Continuance [illegible] Thursday [illegible] and that [illegible] Court [illegible] Third Tuesday [illegible] next

Messenger vs Messenger

Israel Messenger Plff vs Roger Cochral Deft in a Plea of [illegible] Record heretofore — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Roger do recover against the said Israel Damages — Costs of Suit taxed

Execution Feb. 1. 1792

Beard vs Hoyt

Abraham Beard Plff vs Joseph Hoyt Deft in a Plea of Trover heretofore — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Abraham do recover against said Joseph Hoyt the sum of [illegible] Damages & Costs of Suit taxed

Execution Feb. 29. 1792

Betts vs Knapp

Abiel Betts Plff vs Reuben Knapp Deft in a Plea of Trover heretofore — The Plff being three times called in Court the Deft defaulted & the Action is dismissed

May 19. 1792

Morgan vs Morgan

Abner Morgan Plff vs Elias Morgan Deft in a Plea of Trover heretofore — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Abner do recover against the said Elias Thirty seven pounds eighteen shillings & three pence & Costs of Suit taxed at £ 2 14. 3 & thereof

Execution Feb. 19. 1792

Leonard vs Jones

Abner Leonard Plff vs Samuel Jones Deft in a Plea of Record heretofore — The Parties appear & agree to a Continuance of the Case to the next Term which is considered by the Court that they have Day here in Court until the third Tuesday January next

May 19. 1792

Crook vs Pixley

Solomon Crook Plff vs Noah Pixley Deft in a Plea of Record heretofore — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Solomon do recover against Noah Seventy one pounds fourteen shillings — Damages & Costs of Suit taxed at £ 4. 1 & thereof

Execution Feb. 19 1792

Imoy vs Austin & Leigh

Jonathan Imoy Plff vs Seth Austin & Joseph Leigh Deft in a Plea of [illegible] — The Plff appears — whereupon considered by the Court that the said Parties have Day here in Court until the third Tuesday of January next

May 19. 1792

Holcomb vs Rosbrook

Ezra Holcomb Plff vs John Rosbrook Deft in a Plea of Record heretofore — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ezra do recover against said John Rosbrook Sixty pounds [illegible] & Costs of Suit taxed at £ 2 [illegible] & thereof

Execution Feb. 19. 1792

Wells
vs
Rose et al
May 23 1792

Isabell Wells Plff in a Plea of Trespass against Thomas Rose et al Defts in a Plea as is of Record heretofore — The Plff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the Plff do recover against the Defts Thirty two Pounds two Shillings & nine pence & the Damages & Costs of Suit taxed at £2.7.11 & Sheriff &c — Exon iss Sept 20 1792 —

Parks Exr
vs
Simmons et al
May 28 1792

Markham Parks Exr Plff in a Plea against Samuel Simmons et al Defts in a Plea as is of Record heretofore — The Plff being now three Times called to come into Court in Manner the Defts defaulted & the Action is dismissed —

Parks Exr
vs
Stevens et al
May 28 1792

Markham Parks Exr Plff in a Plea against Grace Stevens et al Defts in a Plea as is of Record heretofore — The Plff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the Plff do recover against the Defts Four pounds two Shillings & eleven pence & the Damages & Costs of Suit taxed at £2.2.11 & Sheriff &c — Exon iss Sept 20 1792 —

Cook Exr
vs
Gough
May 28 1792

Isaac Cook Exr Plff in a Plea against Elijah Gough Deft in a Plea as is of Record heretofore — The Plff being three Times called to come into Court in Manner the Defts defaulted & the Action is dismissed —

Fowler Exr
vs
Drake
May 29 1792

Samuel Fowler Exr Plff in a Plea against Moses Drake Deft in a Plea as is of Record heretofore The Plff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Samuel do recover against the Deft Moses Twenty three pounds nine Shillings & ten pence & the Damages & Costs of Suit taxed at £2.2.6 & Sheriff &c Exon iss Sept 20 1792 —

Chapman
vs
Stewart
May 30 1792

Edward Chapman Plff in a Plea against Andrew Stewart Deft in a Plea as is of Record heretofore — The Plff being three Times called to come into Court in Manner the Defts defaulted & the Action is dismissed

Roger Cook Plff in a Plea against Stephen Woodworth Deft in a Plea as is of Record heretofore — The parties appear & agree to a continuance of this Case to the next Term & it is ordered by the Court that they have Day here in Court until the third Tuesday of January next —

Woodworth
May 31 1792

Ellison
vs
Lewis
May 32 1792

Elmer Ellison Plff in a Plea against Nathan Lewis Deft in a Plea as is of Record heretofore — The parties appear & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the Plff do recover against the Defts Nine pounds five Shillings & six pence & the Damages & Costs of Suit taxed at £ [illegible] Exon iss Sept 20 1792 —

[illegible]
vs
[illegible]
May 33 1792

[illegible] in a Plea as is of Record heretofore — The parties appear & agree to a continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next —

[illegible]
vs
Fox
May 26 1792

[illegible] Plff in a Plea as is of Record heretofore — The Plff being now three Times called to come into Court in Manner the Defts defaulted & the Action is dismissed —

Court, Lewis & Pierce Defts in a Plea as is of Record &c. The Plff being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Plff do recover against the said Defts his Damages & Costs by him sustained by reason of the Premises aforesaid. Exon. 15 May 1792.

Lewis vs Walsh May Term

Simon Kimball Plff vs Joseph Sutton Defdt in a Plea as is of Record heretofore. The Plff appears & the Defdt being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Plff do recover against the said Defdt his Damages & Costs by him sustained by reason of the Premises aforesaid. Exon. 15 May 1792.

Kimball vs Sutton May Term

Arthur Prentis Plff vs Isaac Graham Defdt in a Plea as is of Record heretofore. The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Prentis vs Graham May 41. 1792

Giles Shaw Plff vs Joseph Smith Defdt in a Plea as is of Record heretofore. The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Shaw vs Smith May 42. 1792

Josiah Boyden Plff vs Thomas Smith Defdt in a Plea as is of Record heretofore. The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Boyden vs Smith May 43. 1792

Samuel Bolswood Plff vs Thompson Maxwell Defdt in a Plea as is of Record heretofore. The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Bolswood vs Maxwell May 45. 1792

Timothy Stockwell Plff vs Samuel Abby Defdt in a Plea as is of Record heretofore. The Plff appears & the Defdt being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the Plff recover against the said Samuel & his sureties twelve shillings & sixpence his Damages & Costs of suit taxed at £2 2s. 2d. and execution &c. Exon. 15 Sept. 1792.

Stockwell vs Abby May 46. 1792

Hannah Appell vs David Philips Appellee in a Plea as is of Record heretofore. The Appellee now appears & the Appellant being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that David do recover against Hannah Appell two pounds seven shillings & one penny his Damages & Costs of suit taxed at £2 3s. 2d. & execution &c. Exon. 15 Sept. 1792.

Hannah Appell vs Philips Appellee May 47. 1792

Augustus Lovett Appellant vs Levi Shepard Appellee in a Plea as is of Record heretofore. The Appellee appears & the Appellant being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that Levi recover against Augustus two pounds fourteen shillings & eleven pence his Damages & Costs of suit taxed at £2 3s. 2d. & execution &c. Exon. 22 Dec. 1792.

Lovett vs Shepard May 48. 1792

John Worthington Plff vs Jane Whitney Defdt in a Plea as is of Record heretofore. The Plff appears & the Defdt being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said John do recover against the said Jane Damages & Costs taxed at £2 3s. 2d. & execution &c.

Worthington vs Whitney May 52. 1792

Burbank
v.
Giles et al
May 5th 1792

David Burbank Plff in Edward Giles et al Deft in a Plea of debt for the use of Thomas Dey & the Deft the three times called to come into Court make default of appearance here. Therefore it is considered by the Court that the Plff do recover against the Deft Nine pounds eighteen shillings & ten pence damages & Costs of suit by him expended ab. £2, 3s & thereof &c

Exemplified Sept. 17th 1792

Bartlett
v.
Giles et al
May 5th 1792

Bartlett & Edwards Plff in Giles & Griffin Deft in a Plea of debt as is specified before. The Plff appears & agrees that the Continuance of this case under the rule heretofore entered in be allowed. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Dove
v.
Mason et al
May 5th 1792

David Burbank admr. of Wm. Joseph Mason deceased Deft in a Plea as is specified before. The Plff appears & agrees that the Continuance filed in this case be allowed as regularly done. And it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of January next

Pease
v.
Leonard
May 5th 1792

Consider Shaw Plff in Abner Leonard Deft in a Plea as is specified heretofore. The Plff appears & agrees to a Continuance. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Pease
v.
Leonard
May 3d 1792

Joseph Pease Plff in John Leonard Deft in a Plea as is specified heretofore. The Plff appears by Mr. Gilbert his Attt. The Deft by William Lemon Esqr his Attt comes & defends the force & injury wherein & for Plea says that there is no such Record. And the said Joseph says there is such a Record & may the same may be inspected. & that his Debt aforesaid he ought to have. Whereupon all & singular the Premises being seen & by the Court here fully understood, it appears to the Court that there is such a Record as is set forth in the Declaration & that the Plea of the said John is an insufficient answer to the Declaration. Therefore it is considered by the Court that said Joseph do recover against the said John Nine pounds eighteen shillings L. Mc. Debt & Costs of suit taxed ab. £ &c. Whereupon the said John by his Attt aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the Fourth Tuesday of September instant & he recognizes with sureties for the said John prosecuting the same to effect &c

Porter
v.
Bidwell
May 5th 1792

Silas Porter Esqr Plff in Thomas Bidwell Deft in a Plea of debt as is specified heretofore. The Plff appears & agrees to a Continuance. And it is considered by the Court that the said Plff do recover against the said Thomas Bidwell the sum of Twenty pounds & his Costs of suit taxed ab. £ &c. & that he may have execution therefor. Whereupon the said Deft by his Attt appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the Fourth Tuesday of September instant & he recognizes with sureties for their prosecuting the same to effect &c

Herrington
v.
Smith et al
May 6th 1792

John Herrington Plff in Samuel Smith Deft in a Plea of trespass on the case. The Plff appears & agrees to a Continuance. And it is considered by the Court that the said Term. And it is ordered by the Court that they have Day here in Court until the third Tuesday of January next

Commonwealth
v.
Mc Lellan
May 10th 1792

Commonwealth vs Caleb Tuttle Deft in a Plea of [illegible] The Plff appears by the Court & leave of appearance has been granted by the Court that hereto be [illegible] the Deft appears & [illegible] the Plff [illegible] Exemplified Sept. 18th 1792

Commonwealth of Massachusetts vs Mathew Cobb Deft in a Plea of Record heretofore &c. Plff Esq. Atty Gen. appears & prays Judgment be rendered in the Court here upon the Bond given against the said Defendant for breaking the Peace, & the Defendant & the Commonwealth & both of them have leave &c. Execution Sept. 18 1792

Commonwealth vs Cobb May 21 1792

Israel Bailey & al Ex. Plff vs William Foster Deft in a Plea &c. of Record heretofore. The Plff appears & the Deft the three times being called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Executors do recover against the said William Foster the sum of Twenty shillings & Nine Pounds Damages & Costs of Suit taxed at £ &c. Execution Sept. 20 1792

Original Exr vs Foster May 22 1792

Ebenezer Wolworth Plff vs Simeon Wolworth Deft in a Plea &c. of Record heretofore. The Plff being the three times called to come into Court & Default made the Deft defaulted & the Action is dismissed

Wolworth vs Wolworth May 23 1792

Daniel Foster Plff vs David Foster Deft in a Plea &c. of Record heretofore. The Parties appear & pray a Continuance of the Case & it is ordered by the Court that they have Day in Court until the third Thursday of January next

Foster vs Foster May 24 1792

Judah Pinney Plff vs Moses Foster Deft in a Plea &c. of Record heretofore. The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Judah do recover against Moses Foster Fourteen pounds & No Damages & Costs of Suit taxed at £ &c. Execution Sept. 20 1792

Pinney vs Foster May 25 1792

Frederick Chapin Plff vs Jean Dickinson Deft in a Plea &c. of Record heretofore. The Plff being the three times called in Court & the Deft defaulted & the Action is dismissed

Chapin vs Dickinson May 26 1792

Edmund Giles Appell vs Elizabeth Wolworth Appellee in a Plea &c. of Record heretofore. Neither Party the three times called appears & the Case is dismissed

Giles Appl vs Wolworth May 29 1792

John Stone Plff vs George Bryant Deft in a Plea &c. of Record heretofore. The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that John do recover against George Bryant Fourteen shillings & Nine pence & No Damages & Costs of Suit taxed at £ &c. Execution Sept. 18 1792

Stone vs Bryant May 28 1792

Frederick Chapin Plff vs Lewis Stiles Deft in a Plea &c. of Record heretofore. The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Frederick do recover against the said Lewis Nine Pounds Six shillings & No Damages & Costs of Suit taxed at £ &c. Execution Sept. 18 1792

Chapin vs Stiles May 29 1792

Thankful Phelps Plff vs Israel Phelps Legatee Deft in a Plea &c. of Record heretofore. The Plff appears & it is considered by the Court that this Case be continued to the third Tuesday of January next

Phelps vs Phelps Jan 8 1793

Caleb May Plff vs Nehemiah May Deft in a Plea &c. of Record heretofore. The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Caleb recover against Nehemiah Present nine pounds & L

May vs May May 8 1792

Bedford vs Skelling
May 8d 1792

Levi Bedford Pltff in a Plea &c as in a Record mentioned against Eli Skelling Deft in a Plea &c as in a Record mentioned The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Pltff do recover against the said Eli Forty one pounds nineteen shillings & three pence L. M. Damages & Costs of suit taxed at £41 3. 3 & 1 Execution Sept 15th 1792

Morgan & al vs Doolittle
May 8d 1792

Noah Morgan & al Pltffs vs Elias Doolittle Deft in a Plea &c as in a Record mentioned The Pltff being three Times called to come into Court is Nonsuit the Deft defaulted & the Case is dismissed

Goddard vs Goddard
May 8d 1792

Moses Goddard Pltff vs Nathan Goddard Deft in a Plea &c as in a Record mentioned The Parties appear & agree to a Continuance and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Stevens vs Cheney
May 8d 1792

Martin Stevens Pltff vs Ebenezer Cheney Deft in a Plea &c as in a Record mentioned The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Stone vs Stone
May 8d 1792

Martin Stevens Pltff vs Thomas Stone Deft in a Plea &c as in a Record mentioned The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Morgan vs Doolittle
May 8d 1792

Noah Morgan Pltff vs Elias Doolittle Deft in a Plea &c as in a Record mentioned The Pltff being three Times called is Nonsuit the Deft defaulted & the action is dismissed

Chapin vs Park
May 9d 1792

Hezekiah Chapin Pltff vs Reuben Park Deft in a Plea &c as in a Record mentioned The Pltff appears & the Deft the three Times called to come into Court makes default of Appearance here Wherefore it is considered by the Court that said Hezekiah do recover against said Reuben Six pounds Seventy shillings & 2d L. M. Damages & Costs of suit taxed at £6 2. 6. 72 & execution Sept 19. 1792

Dickinson & al vs Cowles
May 9d 1792

Elijah Dickinson & Elias Dickinson & Ebenezer Dickinson & Eliphalet Dickinson Pltffs vs Ebenezer Cowles Deft in a Plea &c as in a Record mentioned The Pltffs appear & the Deft the three Times called to come into Court makes default of Appearance here Wherefore it is considered by the Court that said Pltffs recover against said Ebenezer Sixty seven pounds ten shillings & three pence L. M. Damages & Costs of suit taxed at £67. 8. 11 & execution Sept 19th 1792

Pumpland vs Ball
May 9d 1792

William Pumpland Pltff vs Allen Ball Deft in a Plea &c as in a Record mentioned The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Stevens vs Stevens & al
May 9d 1792

Martin Stevens Pltff vs Lincoln Stevens & Edmund Stevens Deft in a Plea &c as in a Record mentioned The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Gale vs Seymour
May 9d 1792

Gustavus Gale Esq Pltff vs Nathaniel Chapman Deft in a Plea &c as in a Record mentioned The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Dean admr vs Dean
May 9d 1792

Abel Dean admr of Pltff vs Levi Dean Deft in a Plea &c as in a Record mentioned The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Justus Clarke Pltff vs Samuel Abby Deft in a Plea of Trespass before the Pltff appear & agree to a Continuance of this Court the next Term under the same Rules as at the last Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Clarke vs Abby May 1st 1792

Samuel Shellogg Pltff vs Nathan Fuhrman Deft in a Plea of Trespass of Record heretofore. The Pltff being three times called to come to Court is ~~Nonsuited with the Deft defaulted & the action discontinued~~ — Shellogg vs Fuhrman May 1st 1792

William Abby Pltff vs Roadin Warner Deft in a Plea of Trespass of Record heretofore. The Pltff appears & the Deft being three times called to come into Court makes default of appearance. Whereupon it is considered by the Court that said William do recover against said Roadin forty four pounds fourteen shillings & three pence & his Damages & Costs of suit taxed at £ 1.16.4 & 2 Pence. — Abby vs Warner May 1st 1792

William Abby Pltff vs Ezra Leonard Deft in a Plea of Trespass of Record heretofore. The Pltff appears & the Deft being three times called to come into Court makes default of appearance here. Wherefore it is considered by the Court that said William do recover against said Ezra Thirty six pounds nineteen shillings & one penny & his Damages & Costs of suit taxed at £ 2.0.5.3 & 2 Pence. — Abby vs Leonard May 1st 1792

Daniel Hays Pltff vs Andrew Cooley Deft in a Plea of Trespass of Record heretofore. The Pltff appears & the Defendant by their Attorney now send into Court their Award that said Daniel do recover against said Andrew four pounds twelve shillings Damages & Costs. And thereupon it is considered by the Court that said Daniel do recover against the said Andrew £ 4.12.0 & his Damages & Costs of suit taxed at £ 2.0.4.7 & 2 Pence. Exon issued Sept 25 1792 — Hays vs Cooley May 1st 1792

Oliver Cowls Pltff vs Samuel Abby Deft in a Plea of Trespass of Record heretofore. The Parties appear & agree to a Continuance of this case to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Cowls vs Abby May 1st 1792

Joseph Church Pltff vs Samuel Abby Deft in a Plea of Trespass of Record heretofore. The Parties appear & agree to a Continuance of this case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Church vs Abby May 1st 1792

Enoch Bangs Pltff vs Samuel Abby Deft in a Plea of Trespass of Record heretofore. The Parties appear & agree to a Continuance to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Bangs vs Same May 1st 1792

Moses Smith Pltff vs Samuel Abby Deft in a Plea of Trespass of Record heretofore. The Parties appear & agree to a Continuance of this case to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Smith vs Same May 1st 1792

Elisha Beckwith Pltff vs Samuel Abby Deft in a Plea of Trespass of Record heretofore. The Parties appear & agree to a Continuance of this case to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Beckwith vs Same May 1st 1792

Moses Smith Pltff vs Samuel Abby Deft in a Plea of Trespass of Record heretofore. The Parties appear & agree to a Continuance of this case to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Smith vs Same May 1st 1792

Montague & Bozeman May 10 1792

Zebina Montague Pltff vs Wm Bozeman Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Zebina do recover against s^d William Twenty seven pounds fifteen shillings & three pence &c Damages & Costs of Suit taxed at £2..3..3 & thereof &c Ex^n iss^d Octr 12. 1792

Shellogg vs Warner May 11 1792

Russel Shellogg Pltff vs Downing Warner Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Russel do recover against Downing Ten pounds Twenty shillings & Six pence &c Damages & Costs of Suit taxed at £2..18..1 & thereof &c — Execution iss^d Decr 4. 1792

Taylor & Shawe May 12 1792

Elias Taylor Pltff vs Jonathan Shaw & Barnabas Shaw Defts in a Plea &c as is of Record heretofore — The Pltff appears & the Defts tho three times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that said Pltff do recover against said Jonathan & Barnabas Twenty pounds seventeen shillings &c Damages & Costs of Suit taxed at £1..18..3 &c — After which said Defts appeal by Jos^h Woodbridge their Att^y & appeal from the Judgement of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September Instant & he requires with Sureties as the Law directs for their prosecuting the s^d Appeal with effect as by s^d Recognizance on file appears

Morgan & Morgan May 13 1792

Isaac Morgan & Judah Morgan Pltffs vs Titus Morgan Deft in a Plea &c as is of Record heretofore — The Parties appear & agree that this Case be continued without Costs to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Smith & Dickinson May 14 1792

Elijah Smith & vs Augustus Dickinson Deft in a Plea &c as is of Record heretofore The Pltff appears & the Deft tho three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^d Elijah do recover against s^d Augustus Four pounds Sixteen shillings &c Damages & Costs of Suit taxed at £1..10..1 & thereof &c Execution iss^d Octr 1. 1792

Bryant & House May 15 1792

George Bryant Appell^t vs Deborah House Appell^e in a Plea &c as is of Record heretofore The Parties appear — and the Court having heard the Pltff's Arguments & them all fully & maturely thereon Judgement be reversed & that the Appellant do recover his Costs taxed at £ & thereof &c

Noe & Fuller May 18 1792

William Noe Pltff vs Samuel Fuller Deft in a Plea &c as is of Record here before — The Pltff being three Times called in Court tho Deft defaulted & the Action is dismissed

Denison & Bell &c May 19 1792

Samuel Denison Pltff vs Norman Bell & Thomas Crandell Defts in a Plea &c as is of Record heretofore — The Pltff appears & the Defts tho three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that s^d Samuel do recover against s^d Thomas & Silvanus Eight pounds Six shillings & three pence &c Damages & Costs of Suit taxed at £3..6..0 & thereof &c Execution iss^d Octr 26. 1792

Forbes & Cornwell May 22 1792

Samuel Forbes Pltff vs Timothy Cornwell Deft in a Plea &c as is of Record heretofore The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s^d Samuel do recover against s^d Timothy Four pounds Sixteen shillings & two pence &c Damages & Costs of Suit taxed at £1..16..7 & thereof &c

James Howard Pltff v. Ambrose Potter Deft in a Plea of Trespass on the Case as is of Record heretofore — The Pltff being three times called is Nonsuit & the Deft defaulted and the action is dismissed

Howard v. Potter May 123 1792

The Inhabitants of Charlemont Pltffs v. Ethiel Taylor & Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft being three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the Inhabitants do recover against said Ethiel Seventy one pounds thirteen shillings & five pence &c Damages & Costs of Suit taxed at &c 2.6.3 & Execution &c Exon iss. Sept. 14. 1792

Charlemont v. Taylor May 124 1792

Mathew Leach Pltff v. Joseph Nash Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft being three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pltff Mathew do recover against Deft Joseph Seven pounds one shilling & four pence &c Damages but that no Costs be taxed in this Case — and thereof &c Execon iss. Oct. 26. 1792

Leach v. Nash May 125. 1792

The Inhabitants of Shelburne Pltffs v. The Inhabitants of Greenfield Defts in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Shelburne v. Greenfield May 127. 1792

Samuel Dickinson Pltff v. Joseph Hubbard Willard Deft in a Plea &c as is of Record heretofore The Parties appear & agree to refer this Case to the Judgement & Determination of Justus Lisman Esq. Wm. Bodman Esq. & Thomas Anderson the Award of them or any two of them to be final to be returned into this Court Judgment to be made &c & Execon issued accordingly — Which Agreement of the said Parties is made the Rule of this Court in this Case & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Dickinson v. Willard May 128. 1792

Benj. Stow Pltff v. Elisha Stow Deft in a Plea &c as is of Record heretofore — The Pltff & Deft appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Stow v. Stow May 130. 1792

Jonas Williams Appell. v. Simeon Edwards Appellee in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Williams v. Edwards May 131. 1792

Samuel Parsons & Thomas La Douglass Parties in a Rule of Reference as is of Record heretofore — The Parties appear & the Referees by them chosen now send into Court their Award — that the said Samuel do recover against said Thomas Jacques Twelve pounds ten shillings & eighth pence &c Damages & Costs of ~~Suit taxed at &c 2.6.1~~ &c which said Award is accepted & it is considered by the Court that said Samuel do recover against said Thomas Twelve pounds ten shillings & eighth pence &c Damages & Costs of Suit &c taxed at 2.5.1.6.1 &c & thereof &c Execon iss. Sept. 19. 1792

Parsons v. Douglass May 132. 1792

New Entries

James Lyman of Northfield in the County of Hampshire Esq. Pltff v. Levi Whitney of

Lyman v. Whitney No. 1.

In this Case Judgment was entered in this Court at the Term thereof the second Tuesday of February Anno Dom 1784 — and is now reentered by Order of the General Court — The Court having considered thereof are pleased to order that this Case be dismissed

Kendall vs Jones &c No. 2

Samuel Kendall of New Salem in the County of Hampshire Trader Pltff vs. Edward Jones of Boston in the County of Suffolk Hostler & Samuel Parrill of Roxbury in the same County Innholder in a Plea of the Case for that said Edward & Samuel on March 12th last by their Note of that Date for Value received jointly & severally promised the Pltff to pay him or Order Eighteen pounds in two Weeks from the Date with Interest, but have not paid the same to the Damage of said Samuel Thirty pounds The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance Wherefore it is considered by the Court that s Samuel do recover against s Edward & Samuel Eighteen pounds ten shillings & ten pence L M Damages & Costs of Suit taxed at £2.8.0 & Mandt &c Ex. Sp Nov. 7. 1792

Foster Admr. Petr. for Sale & Order No. 3

Joel Foster Administrator on Estate of Jude Foster late of Boston deceased shewed that said Deceased's Estate was appraised including the Addition since found at £5.19.1.8 whereof £4.04.10.11 is Real & £114.10.9 personal, that the Debts with the Allowance to the Widow & Charges of Administration amount to £294.15.1 which leaves £180.4.4 to be raised out of the Real Estate of which £52.10.11 has already been raised & paid by Sale of Real Estate lying in Worcester County, that a Balance of £27.13.5 still remains to be raised out of the Real Estate of s Deceased lying in Rowe in the County of Hampshire - That to raise s Sum by the Sale of part of a Lot which will be much convenient to sell for the purpose will greatly injure the Remainder of s Lot - He therefore prays an Order for the Sale of the whole of a certain Lot of Land lying in Rowe aforesaid belonging to s Estate which was appraised at £107, & that the Remainder after payment of s Sum of £27.13.5 & incidental Charges may be put to Interest on good Security for the Benefit of the Minors &c which said Petition being read together with a Certificate of the Judge of Probate of the County of Hampshire touching s Settlement of s Estate being read, it is therefore considered by the Court that the s Administrator be & he hereby is impowered to make Sale of the Lot of Land abovementioned for the purposes mentioned in said Petition, he keeping observing the Directions of the Law relating to such Sales

Allen vs Chapin No. 4

Joseph Allen of Springfield in the County of Hampshire Gent. Pltff. vs. Rowell Chapin of Springfield aforesaid Yeoman Deft in a Plea of Trespass for the Case for that whereas the said Joseph at Springfield on the twenty sixth day of September in the year of our Lord One thousand seven hundred & ninety eight had delivered to s Rowell at his special Instance & Request a certain Calash of him the said Joseph to ride from the Parish of Chicopee in s Springfield to South Hadley in s County of Hampshire the said Rowell the s Calash so carelessly & immoderately rode that the same Calash of the Price of twenty eight pounds L M by Reason of such riding on the 29th day of the same September at s Springfield died to the Damage of s Joseph forty pounds The Pltff appears by Sam. Hooker Esq. his Attorney & the said Rowell by Caleb Strong Esq. comes & defends &c & says that he is not guilty in Manner & Form as the Pltff hath alleged & thereof puts himself upon the Country & the Pltff likewise - Whereupon a Jury of the Vicinage returned & impannelled according to the Law directed, being sworn to try the Issue joined upon their Oath that they find the Deft is guilty in Manner & Form as is set forth in the Declaration & assess Damages of Twenty four pounds & Mitigation it is considered by the Court that said Joseph do recover against s Rowell Twenty four pounds Damages & Costs of Suit taxed at £7.7.5 & therefore &c

Exon. sp Sept. 4 1799

George Pynchon of Springfield in the County of Hampshire Gent. Plff. vs. Pynchon vs Colton
Ab. Colton of s. Springfield Cordwainer & Sheriff in & Pla. in the Case No. 5
for s. Andrew took praying said George recovery of Money due on
a Note of Hand dated July 10. 1793 & the Damage of said George
Thirty nine pounds — The Plff appears & the Deft. to this Time called
to come into Court makes Default of Appearance Case. Wherefore it is
considered by the Court that the said George do recover against the said
Andrew Thirty seven pounds four Shillings & two Pence one farthing
& Mo Damages & Costs of Suit taxed at 12 D. 7 & thereof &c.
Judgment Oct. 8. 1793

Ebenr. Sheith of Petersham in the County of Worcester Yeoman Plff. vs. Sheith vs Sheith Legatee
Calvin Sheith late of Bridgewater in the County of Plymouth Yeoman
& Caleb Sheith of Greenwich in the County of Hampshire Yeoman Legatee
Attorney Trustee & Factor of s. Calvin — Deft. in a Plea of Covenant broken No. 6
for that s. Calvin, in certain Covenant made at Northampton aforesaid on April
29th 1770 between s. Calvin & Ebenezer & the said Caleb ~~[illegible]~~ the Sheith
one part of which said Agreement sealed with the Seal of s. Calvin the Plff
brings into Court by which said Calvin for & in Consideration of the
Covenants & Agreements therein made did covenant with him the said
Ebenezer the Plff that all the Debts & funeral Charges of one Ebenezer Sheith late
of said Bridgewater dec'd father of the Plff & Calvin & all Charges & Demands
that had arisen or which might thereafter arise against the Estate of s.
Deceased he said Calvin would pay his equal part & proportion thereof
Yet s. Calvin tho requested has never paid his equal Proportion of said
Charges & Demands by Reason whereof the Plff has been obliged to pay
the same to the Amount of Sixty pounds, whereby s. Calvin hath not
kept with the Plff his Covenant but neglects it & hath absconded out of
the Commonwealth & his Goods &c are concealed so that they or his Body
can be come at to be attached & the said Caleb hath Goods Effects &
Credits of s. Calvin in his hands to the Amount of the Sum aforesaid
but will not expose the same to view &c to the Damage of said
Ebenezer Sixty pounds — The Plff appears & it is considered by
the Court that this Case be continued to the third Tuesday of January
next

Ichabod Sanford of Belchertown in the County of Hampshire Bachr. Sanford vs Wright
Lawyer Plff. vs. Oliver Wright of Sturbridge in the County of Worcester No. 17.
Husbandman Deft. in a Plea of the Case for that said Oliver on the
ninth day of February in the Year of our Lord One thousand seven
hundred & ninety two at Sturbridge in the County of Worcester to
wit at Northampton in the County of Hampshire by his promissory
Note of Hand of that Date for Value received promised to pay
Ichabod Sanford or Order fourteen pounds on Demand with
Interest till paid — Yet s. Oliver tho often requested hath never paid
said Sum or any part thereof but neglects & refuses to do it to the
Damage of said Ichabod Twenty pounds — The Parties appear &
agree to a Continuance of this Case to the next Term & the Deft. prays
that the Declaration in the Writ may be amended & it is considered
by the Court that they have Day herein Court until the third
Tuesday of January next

Hannah Morley of Westfield in the County of Hampshire Widow Morley vs
Plff. vs. John Story late of Southwick in the same County Yeoman an absent Story & al
& absconding Debtor & Noah Loomis heir of the same Southwick Yeoman No. 8
Agent & Trustee of said John Deft. in a Plea of the Case for that s. John

Kendall

Samuel [illegible] the said Hannah to pay her Order the Sum of Six pounds fourteen shillings and three pence L.M. on Demand with Interest yet John the requested hath never paid the same but hath absconded out of this Commonwealth to the Damage of said Hannah Twelve pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next —

Carter

Leavitt

Worcester ss. At a Court of Common Pleas in the County of Worcester the Fourth Tuesday of January Anno Domini 1732 Jonathan Leavitt of Heath in the County of Hampshire Clerk Plaintiff in a Plea of Ejectment wherein said John demands against said Leavitt Sixty two Acres & forty seven rods of Land lying in a Place formerly called Charlemonts now in Heath aforesaid near the Meeting House bounded as follows beginning at the Northwest Corner near a Lake & Stones a Corner of Col. White's Land thence East by Col. White's Land two hundred & twenty rods to a heap of Stones thence South thirty seven rods to a Lake & Stones thence West forty two rods to a Hemlock thence South seventeen rods to a Maple thence West one hundred & fifteen rods by Col. White's Land to a Hemlock thence North twenty one rods to a Hemlock thence West fifty seven rods to a Hemlock thence a Straight line to where it began thirty three rods where upon the said Leavitt unjustly dispossessed the said Carter & where upon he the said Carter saith he was seized of the demanded Premises in his Demesne as of Fee in a peaceable Time within thirty Years last past taking the Profits thereof to the Value of twenty shillings by the Year & the said Leavitt then afterwards unjustly dispossessed him & still holds the same from him to the Damage of said John One hundred pounds — The Deft appears by Timothy Ware his Attorney & the Deft by Caleb Strong Esq. his Attorney comes & defends &c & says he is not guilty in Manner & Form as the Plaintiff in his Declaration hath alleged & of this puts himself upon the Country — And the said John reserving liberty to waive this Demurrer & join the Issue tendered all the Royal by Appeal & agreeing that he will not review the Action at the Supreme Court — that the Plea aforesaid is an insufficient Answer to the Deft's Declaration & that he is not bound by Law to answer thereto & for Want of a sufficient Plea prays Judgment & the said Jonathan says his Plea aforesaid in manner & form & prays Judgment & Recovery for his Costs — Whereupon all & singular the Premises being seen & by the Court here fully understood & considered It appears to the Court that the Plea aforesaid of the said Jonathan is a full & sufficient Answer to the Plaintiff's Declaration & that the said John by his Plea aforesaid ought to recover Nothing — Therefore it is considered by the Court that said John by his said Plea do recover Nothing but that said Jonathan do for his groundless Claim be in Mercy &c — And that said Jonathan do recover against said John his Costs taxed &c. — Whereupon the said John by his said Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September instant & he recognizes as the Law requires for said Appeal in recognizance the same —

Rockwood

Samuel Rockwood of Leicester in the County of Worcester Yeoman & William Rockwood of Charlemont in said County Yeoman & Joseph Smith of Hatfield in the County of Hampshire Blacksmith Jointly & severally in a Plea for the said Plaintiffs against said Defendants Four pounds fourteen shillings & eleven pence for sundry Goods by the Plaintiffs sold & delivered to their Use Four pounds — The said Defts appear & the Defts to the Time called to come into Court makes default & appear not & therefore it is considered by the Court that said Samuel & William do recover against said Defendants Four pounds fourteen shillings & eleven pence & the Damages & Costs of suit taxed at [illegible] & [illegible] this day

Given up & Notice to [illegible] 1732

Obadiah Dickinson of Westfield in the County of Hampshire Gent. Pltff. v. Jonathan Allen Yeoman & Reuben Allen Yeoman both of said Westfield in the County aforesaid Defts. in a Plea of Trover and converting the Pltffs. Eight pounds five shillings & five pence Lawful money according to their Note of Hand dated Nov. 2. 1790 to the Pltffs. damage Ten pounds — The Pltff. appears & the Defts. being three times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Obadiah do recover against said Jonathan & Reuben Six pounds eighteen shillings & ten pence & Lawful money for damages & Costs of suit taxed at Twenty two & three fifths Dollars. Recognized Sept. 15. 1792

Dickinson vs Allen & al. No. 11

Michael Wilson of Hope in the County of Hampshire Gent. Pltff. v. Paul Thayer of the same Hope Gent. Defendant in a Plea of Trover and converting the Pltffs. seven pounds & 33 cents according to his Note dated May 2d 1792 to the Pltffs. Damage Nine pounds — The Pltff. appears & the Deft. being three times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Michael do recover against said Paul seven pounds & sixteen shillings & Lawful money & No. Damages & Costs of suit taxed at Twenty & three fifths Recognized Sept. 15. 1792

Wilson vs Thayer No. 12

Thomas Bacon of Granby in the County of Hampshire Inholder v. Joel Bacon of Westfield in the same County Yeoman in a Plea of Trover for the Deft. not paying the Pltff. Twenty Dollars for goods & according to promise to the Damage of said Thomas Six pounds — The Pltff. appears & the Deft. being three times called to come into Court make Default of appearance here Wherefore it is considered by the Court that said Thomas do recover against said Joel Seven pounds seventeen shillings & six pence & No. Damages & Costs of suit taxed at Twenty five fifths & three fifths Recognized Sept. 15. 1792

Bacon vs Bacon No. 13

Noah Dickinson of Amherst in the County of Hampshire Gent. Pltff. v. William Sutteridge of Conway in the same County Yeoman Deft. in a Plea for the Deft. not paying the Pltff. & the Interest according to his Note dated Jan. 14. 1791 to the Pltffs. Damage Twelve pounds — The Pltff. appears & the Deft. being three times called to come into Court make Default of appearance here Wherefore it is considered by the Court that said Noah do recover against said William Seven pounds one shilling & No. Damages & Costs of suit taxed at Twenty & three fifths Recognized Sept. 15. 1792

Dickinson vs Sutteridge No. 14

Daniel Leonard Gent. & William Leonard Yeoman both of Westfield in the County of Hampshire Executors of the last Will & Testament of Daniel Leonard late of Westfield dec'd Pltffs. v. Samuel Flower Gent. Deputy Sheriff & Jacob Fisher Yeoman both of West Springfield Administrators on the Estate of Daniel Grange late of Springfield in said County dec'd Defts. in a Plea for their not paying the Pltffs. Eight pounds & Lawful money according to a Note given by said Grange dec'd dated Jan. 13. 1791 & the Damage of the Pltffs. Nineteen pounds — The Pltffs. appear & the Defts. being three times called to come into Court make Default of their appearance here Wherefore it is considered by the Court that said Executors do recover against said Administrators in the said County Thirteen pounds eleven shillings & No. Damages & Costs of suit taxed at Twenty & three fifths & three fifths Recognized Sept. 19. 1792

Leonard & al Executors v. Flower & al No. 15

Lynchon
v.
Brooks
p. 4

George Lynchon of Springfield in the County of Hampshire Yeoman Plaintiff
against Brooks of Sudbury in the County of Middlesex Yeoman Defendant Plaintiff
in Trespass on a Note of Hand for £ 10 and the Plaintiff Damage by reason of the Defendants
according to his Note dated February 4 1789 to the Plaintiff Damage sixteen pounds
The Plaintiff appears & the Defendant at the time & times called to come into Court makes default
Wherefore it is considered by the Court
that the Plaintiff recover against the Defendant Twenty shillings
a fine to the Commonwealth & his Damages & Costs of suit taxed at £ 1 14 5 & thereupon
Execution Sept. 19. 1792.

Morton
v.
Bowler
p. 17

Edward Morton of Southwick in the County of Hampshire Yeoman Plaintiff
against Bowler of the same Town & County Defendant in a Plea of the Case for
said Plaintiff not paying the Plaintiff £ 4 according to his Promise, to the Plaintiff
damage sixteen pounds — The Parties appear & agree to continue
the Case to the next Term & it is considered by the Court
that they have Day in Court until the third Tuesday of January
next

Bull
&
Bebel
p. 18

Isaac Bull of Hartford in the County of Hartford & State of Connecticut
Merchant Plaintiff against Marshall Bebel of Montague in the County of
Hampshire Yeoman in a Plea of the Case for the Defendant not paying the
Plaintiff £ 25 & the Interest according to his Note dated April 2 1791
to the Plaintiff Damage forty pounds — The Parties appear & the Defendant
at the time called to come into Court makes Default & the Plaintiff appears & prays
Whereupon it is considered by the Court that the Plaintiff recover against
the Defendant Twenty pounds twelve shillings & the Damages &
Costs of suit taxed at £ 1 18 9 & thereupon Execution Sept. 6. 1792

Johnson
&
Ely
p. 19

Gilliam Johnson of Wilington in the County of Tolland & State of Connecticut
Yeoman & Asher Ely of West Springfield in the County of Hampshire
Yeoman Defendants in a Plea of the Case for not paying the Plaintiff £ 11 according
to his Note dated January 26th 1776 to the Plaintiff Damage Seven pounds —
The Parties appear & agree to continue the Case to the next Term and it
is considered by the Court that they have a day in Court until the third
Tuesday of January next

Lyon
v.
Lyon
p. 20

Simeon Lyon of Willington in the County of Tolland & State of Connecticut Yeoman Plaintiff
against Lyon of Westfield in the County of Hampshire Innholder Defendant
in a Plea of the Case for his not paying the Plaintiff £ 15 & the Interest
according to his Note dated August 29. 1791 to the Damage of the Plaintiff
Sixty pounds — The Plaintiff appears & the Defendant at the time called to
come into Court makes Default & the Plaintiff appears & it is
considered by the Court that said Simeon do recover against said Defendant
Thirty three pounds eight shillings & nine pence & his Damages & Costs of
suit taxed at £ 1 18 4 & thereupon Execution Sept. 19. 1792

Graves
v.
Bardwell
p. 21

Jeremiah Graves of Hadley in the County of Hampshire Yeoman Plaintiff
against Bardwell of Hadley in the same County Yeoman Defendant in a Plea of
the Case for his not paying the Plaintiff £ 7. 2. 8 according to his Note dated
November 7th 1789 to the Plaintiff Damage [illegible] Defendant
appears & agrees to continue the Case to the next Term and it is
considered by the Court that they have a day in Court until the third
Tuesday of January next

Miller
v.
Frank
p. 22

Joseph Miller of Hadley in the County of Hampshire Yeoman Plaintiff
against Frank of Amherst in the same County Yeoman Defendant in a Plea
of the Case for his not paying the Plaintiff for one thousand 16d Cloth Money
and the Interest according to his Note dated May 18th 1785 to the Plaintiff Damage
One hundred pounds — The Parties appear & agree to continue the Case to the
Date [illegible] until the third Tuesday
[illegible] Judgment [illegible]
[illegible] Court
[illegible] until the third Tuesday

Eli Putnam of Ludlow in the County of Hampshire Blacksmith Plff vs. Robert Whitten Yeoman & George Eddy Carpenter both of Hardwick in the same County Defts in a Plea of the Case for their not paying the Plff One Pair of Iron according to their Note dated May 29th 1791 to his Damage Fifty pounds &c. The Plff appears & the Defts tho' three times called to come into Court make Default of Appearance nice Wherefore it is considered by the Court that s^d Plff do recover against said Robert & George Thirty one pounds Seventeen Shillings &c. Pl^d Damages & Costs of Suit taxed at £ 2.1.6 & therefor &c. Execution Septr 24 1792

Putnam vs Whitten & al. No. 23.

William Thompson of Blanford in the County of Hampshire Yeoman Executor of the Last Will & Testament of John Thompson late of said Blanford dec^d Plff vs Sanford Thompson of the same Blanford Yeoman Deft in a Plea of the Case for not paying the Plff 28/ according to his Note dated Octr 4 1786 - Also for not paying the Plff 35 Dollars & the Interest according to his Note dated June 4 1787 & the Plff Damage in his s^d Capacity Twenty pounds The Plff appears & the Deft tho' three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^d William do in his s^d Capacity recover against s^d Sanford Thirteen pounds fourteen Shillings &c. Pl^d Damages & Costs of Suit taxed at £ 2.4.3 & therefor &c. Execution Septr 18th 1792

Thompson Ex^r vs Thompson No. 24.

John Grinwold Genl of Norwich in the County of Hampshire Yeoman Plff vs. James Fulton of West Springfield in the same County Gent^n Deft in a Plea of Trespass for that on or about 1792 s^d John was robbed of a Horse or more of the Value of £10 one Saddle & Bridle of the Value of £1.10.0 which out of his s^d Person he carelessly lost & which s^d Goods after wards on the day aforesaid into the hands & possession of s^d Fulton by finding came, yet said Fulton knowing s^d Goods to be the proper goods of s^d John, hath not delivered them to said John, but converted them to his own use to the Damage of s^d John Twenty pounds The Plff appears & the Deft tho' three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said John do recover against said James Fifteen pounds Pl^d Damages & Costs of Suit taxed at Three pounds nineteen Shillings & five pence & therefor &c. Execution Septr 19. 1792

Grinwold & Fulton No. 25.

Samuel Atwater of Westfield in the County of Hampshire Merch^t Plff vs. Ichiel Messenger of Southwick in the same County Yeoman Deft in a Plea of the Case for his not paying the Plff £8.17.2 Pl^d the Interest according to his Note dated December 28 1781 to the Damage of said John Sixteen pounds The Plff appears & the Deft tho' three times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that s^d John do recover against s^d Ichiel Thirteen pounds twelve Shillings & ten pence Pl^d Damages & Costs of Suit taxed at £ 1.16.0 & therefor &c. Execution Septr 20. 1792

Atwater vs Messenger No. 26.

Samuel Bates of Granby in the County of Hartford & State of Connecticut Yeoman Plff vs Asa Moore of Westfield in the County of Hampshire Yeoman Deft in a Plea of the Case for his not paying the Plff Six pounds Pl^d the Interest according to his Note dated May 29. 1790 to the Plff Damage twelve pounds &c. The Parties appear & agree that this Case be continued to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Bates vs Moore No. 27

Bowen v. Moore p. 28

Isaac Bowen of Suffield in the County of Hartford & State of Connecticut Yeoman Pltff & Isaac Moore of Westfield in the County of Hampshire Yeoman Deft in a Plea for his not paying the Pltff sixteen bushels & W^m & the Rubish according to his Note dated July 23^d 1791 to the Damage of said Isaac Twenty five pounds — The Parties appear & agree that this Case be continued to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next —

Cleatham v. Bowen p. 29

Isaac Cleatham of Southwick in the County of Hampshire Yeoman Pltff as Samuel Bowen of the same Southwick Yeoman Deft in a Plea for his not paying the Pltff Twenty pounds & W^m according to his Bond dated October 30th 1790 to his Damage Forty pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Ashley & al v. Palmer p. 30

Israel Ashley Physician & William Ashley Yeoman both of Westfield in the County of Hampshire Pltffs vs Eldad Palmer of Southwick in said County of Hampshire Yeoman Deft in a Plea wherein the Pltffs demand against the Deft Eldad Fifteen Acres of Land in Southwick bounded West on Land of Moses Root 52 rods, East on Eldads Land 36 rods, North on Eldads Land & on Land of said Israel & William 50 rods, as their Right & Inheritance & into which said Eldad hath not Entry unless by Nehemiah Carter of said Westfield to whom John Ingersoll Esqr of said Westfield demised the same, & who thereof unjustly & without Judgment dispossessed the Demandants within 30 Years last past, & said Israel & William say they were seized of said Land with the Appurtenances in their Demesne as of Fee in a Time of Peace by taking the profits to the Value of five pounds & into which said Eldad hath not Entry unless as aforesaid &c. to the Damage of the said Israel & William thirty pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Fowler & al v. Lyman p. 31

John Fowler of Westfield in the County of Hampshire Yeoman Pltff & Oliver Lyman of Norwich in the same County Gent^m Deft in a Plea of the Case for his not paying the Pltff £3 Gold & W^m & the Rubish according to his Note dated September 21. 1791 to the Pltffs Damage [illegible] pounds

The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Parker v. Copley p. 32

[illegible] Parker of Westfield in the County of Hampshire Yeoman Pltff as [illegible] Copley of Westfield in the same County [illegible] in a Plea that he render the said Jacob Fifty pounds which [illegible] to him owing & from him detained according to his Bond dated May 1. 1795, but which he denies to do to the Damage of said Jacob Sixty pounds — The Pltff appears in Person & says Juer of the Bond [illegible] & [illegible] and it is considered by the Court that the said Parker have Day here in Court untill the third Tuesday of January next

Gillotson & al v. Campbell & al p. 33

Abel Gillotson & Joseph Maynard both of Granville in the County of Hampshire Yeomen Pltffs as James Campbell & Phineas Stays both of Southwick in the same County Yeomen Defts in a Plea of Trespass wherein the Pltffs demand against the Defts [illegible] the Pltffs Cattle [illegible] & [illegible] to the Damage of the Pltffs Twenty pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Foster v. Jones p. 34

Jonathan Foster of Southwick in the County of Hampshire Gent^m Pltff as Elisha Jones of the same Southwick Gent^m Deft in a Plea of the Case for the Deft not paying the Pltff sixteen pounds & W^m according to his promise & the Pltffs Damage Twenty pounds — [illegible] appears [illegible] to the Court make default in appearance [illegible] considered by the Court that said Pltff recover against the said Defendant [illegible] Damages [illegible] & costs [illegible] Execution [illegible]

Dan Hinds of Southampton in the County of Hampshire Esq. Pltff
David Philips of Southampton aforesaid Yeoman Defendant in a Plea of the Case for the Defdt not having the Sd Pltff's Cattle
& the Defendants according to his Note Dated Nov. 21. 1730 Pltff's Damage
Twenty pounds — The Pltff appears & the Defdt being called
Default is considered by the Court that the Case be continued to the third
Tuesday of January next

Charles Ward & Thorp of the City & State of New York Merchants Pltffs
Will of Glastonbury in the County of Hampshire Husbandman Defdt in a
Plea of Entry upon Disseizin wherein the demand against Sd Will a cer
tain Tract of Land in Sd Granby containing by Estimation 46 Acres & ex
ded Easterly on the Westerly Line of Belchertown Northerly on Land formerly
owned by Eleazer Warner Southerly on Sd Willard. being part of Lot
No. 47 & is 8 rods 4 feet wide as in Pltff's Sheriff's Warrant & when the said
Pltff hath recovered Judgment disseized him & holds him out
to the Damage of the said Charles two hundred pounds — The Pltff
appears by John Taylor Gent. his Attt & the Deft by Simon Strong
his Attt comes & defends the Force & Injury when &c & for Plea
says he never disseized the Pltff in Manner & Form & the Pltff in
his Declaration hath alleged against him & though he puts him=
=self on the Country — & the Pltff in seeking to improve liberty
to plead anew upon Trial of the appeal says that the Deft's Plea
is not a good one & that the same he is not obliged to answer —
Whereupon all & singular the Premises being seen & by the Court here
understood it appears to this Court that the Plea aforesaid of the
said Joseph is a good Plea & answer to the Declaration of the said
Charles & that the the said Charles by his Plea aforesaid ought to receive
Nothing — Therefore it is considered by the Court that Sd Charles by his
Plea aforesaid do receive Nothing but that for his groundless Claim
he be in Mercy — And that the said Joseph do recover against the
said Charles his Costs expended &c Damages — Whereupon the
said Charles by his Sd Attt appeals from the Judgment of this Court
to the Supreme Judicial Court to be holden at Springfield in & for
the County of Hampshire on the fourth Tuesday of September Instant
& he recognizes as the Law directs for Sd Charles prosecuting the
same to Effect &c — — — — — — — — — —

Thomas Pratt & Catharine Wendell Widow both of Cambridge in the County of Middlesex Pltffs in Case vs Thomas Hickey of Belchertown in the County of Hampshire Husbandman Deft in a Plea wherein they demand the Possession of
Seventy five Acres of Land lying in the Sd Belchertown being the
North East Corner of a Lot laid out to Thomas Hill Esq. bounded Easterly
on Land in Possession of Eleazer Clark Southerly on part of the same Lot
in Possession of Joshua Leach northerly on the same Lot in Possession of
Mordecai Thornton, whereupon the Sd Maria has intruded & keeps them out to their
Damage two hundred pounds — The Pltff appears by John Taylor Gent. his Attt & the Deft by John Stoker Esq. his Attt & Jonathan Bardwell Also
comes into Court & takes upon himself the Defence of this suit & Double
Pleadings & he is admitted &c — and on the Motion of the Deft it is con
sidered that Sd Parties have Day here in Court until the Tuesday
day of January next

Thomas Pratt & Catharine Wendell Widow both of Cambridge in
the County of Middlesex Pltffs in Case vs James Smith of Belchertown in
the County of Hampshire Husbandman Deft in a Plea wherein they
demand the Possession of four hundred & fifty acres of land lying
in the South East part of Sd Belchertown bounded partly in Swift
River, beginning at a Stake & Stones in the Bank of said River and
running North

Same
vs
Smith
No. 38

heap of Stones thence East two degrees North four hundred rods to a Stake & Stones on the Bank of sd River, whereon they complain that William Brattle late of Cambridge aforesd Esqr in his life time at sd Belchertown within forty Years last past was seized of the demanded Premises in fee taking the Profits to the Value of Ten pounds by the Year & afterwards died so seized, leaving the Demandants his Children & only Heirs, by means whereof the demanded Premises descended & came to them & they now ought to be in Possession thereof Nevertheless the said James on Novr 3d 1775 intruded himself upon sd Premises & prevented the Entry of the Demandants & holds them out therefrom to their Damage two hundred pounds — The Plffs appear & the Deft also comes & moves for a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Brattle &c vs Deich N°. 39 — Thomas Brattle Esqr & Catharine Wendell Widow both of Cambridge in the County of Middlesex Plffs vs Joshua Deich of Belchertown in the County of Hampshire Husbandman Deft in a Plea wherein they demand the Possession of thirty three acres & an half of Land lying in the South west part of sd Belchertown bounded Easterly on Land of Eleazer Clark northerly on Land in Possession of Elisha Ackley westerly on Land in Possession of Stephen Scranton & Saml Turner & whereupon the Demandants complain as in the foregoing Case &c — The Plffs appear & the Deft also comes & moves for a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Brattle &c vs Scranton &c N°. 40 — Thomas Brattle Esqr & Catharine Wendell Widow both of Cambridge in the County of Middlesex Plffs vs Stephen Scranton Blacksmith & Samuel Turner Husbandman both of Belchertown in the County of Hampshire Defts in a Plea wherein they demand the Possession of eighty acres of Land in the South West part of sd Belchertown, bounded Westerly by Ludlow East line northerly by a part of same Lot in Possession of Medad Thornton easterly by another part of said original Lot in Possession of Elisha Ackley & whereupon they complain as in the foregoing Cases &c — The Plffs appear & the Defts also come & move for a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next —

Same vs Thornton N°. 41 — Thomas Brattle Esq & Catharine Wendell Widow both of Cambridge in the County of Middlesex Plffs vs Medad Thornton of Belchertown in the County of Hampshire Cordwainer Deft in a Plea wherein they demand the Possession of sixty six acres of Land lying in the Southwest part of said Belchertown bounded Westerly by Ludlow east line Easterly by part of sd Lot in Possession of Elisha Ackley Northerly by part of sd Lot in Possession of Daniel Thornton Southerly by part of sd Lot in Possession of Stephen Scranton & Samuel Turner & whereupon they complain as in the foregoing Case &c — The Parties appear & on the Motion of Deft it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Same vs Stowe N°. 42 — Thomas Brattle Esqr & Catharine Wendell both of Cambridge in the County of Middlesex Plffs vs Silvanus Stowe of Belchertown in the County of Hampshire Gentn Deft in a Plea wherein they demand the Possession of ninety eight acres of Land lying in Belchertown aforesaid bounded West on Lands of Samuel Dwight & Ebenr Thutchfield North on Land of sd Stow South on Land in Possession of Elijah Nichols & East by Swift River &c & whereon they complain as in the foregoing Case — The Parties appear & on the Motion of the Deft it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Thomas Brattle Esq. & Catharine Wendell Widow both of Cambridge in the County of Middlesex Plffs at Simeon Bardwell of Hebronstown in the County of Hampshire Husbandman Deft in a Plea wherein they demand the Possession of one hundred & fifty acres of land lying in the North East Quarter of Hebronstown on Jacob River bounded Westerly on land of Jonah Lyman & Samuel Lyman South on land in possession of Thomas Dwight Lyman & Easterly by Joseph River & whereon they complain as in the foregoing Case & The Parties appear & on the Motion of the Deft it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Brattle & al vs Bardwell

P. 43

Same vs Nichols

P. 44

Thomas Brattle Esq. & Catharine Wendell Widow both of Cambridge in the County of Middlesex Plffs at Elijah Nichols of Hebronstown in the County of Hampshire Husbandman Deft in a Plea wherein they demand the Possession of sixty five acres of land lying in the Northeast part of Hebronstown bounded Westerly on Land of Jonah Lyman & Samuel Dwight Northerly on Land in possession of Ingraham Howe Easterly on Joseph River, Southerly on Land in possession of Simeon Bardwell and whereon they complain as in the following Case & The Parties appear & on the Motion of the Deft it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Howes vs Dwight

P. 45

Amasa Howe of Westhampton in the County of Hampshire Esqr Plff vs Jonah Dwight of Williamsburgh in the same County Gentn Deft in a Plea of the Case for his not paying the Plff Twenty two pounds eleven shillings & seven pence & the interest according to his Note dated March 11th 1791 to the Plff's Damage two hundred pounds — The Plff appears & the Deft the three Times called to come into Court & make Default of appearance here Wherefore it is considered by the Court that the Plff Amasa do recover against the Deft Jonah Eighty pounds seventeen shillings & eleven pence & Mo Damages & Costs of Suit taxed at £1 0 0 3 & thereof &c.

Hoyson ajd Oct. 1. 1792

Ball & al vs Orcutt

P. 46

James Ball Caleb Hayes Samuel Ball Elecr Williams & Daniel Whitney of Warwick in the County of Hampshire Husbandmen Plffs vs Pela Orcutt of Greenfield in the same County Husbandman Deft in a Plea of the Case for that said Pela not paying the Plffs Ten pounds Lawfull Money according to his Note dated July 14. 1788 — to the Plffs Damage Twenty pounds — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Stockwell vs Sherman

P. 47

James Stockwell & Samuel Sherman both of Warwick in the County of Hampshire Yeomen Parties in a Suit of Reference by them entered into according to the Statute The Parties appear & the Referees by them chosen have sent into Court their award viz. that said Samuel Sherman pay the said James Fifty pounds Lawfull Money within one Year from June 14. 1792 & Costs of Reference taxed at £2 19 0 2 — Which said Award is accepted & it is considered by the Court that said James do recover against said Samuel Fifty pounds & Mo Damages & Costs of Suit and Reference taxed at £4 0 0 & thereof &c.

Miner vs Spring

P. 48

Clement Miner of Northfield in the County of Hampshire Esqr Plff vs William Spring of the same Northfield Cabinetmaker Deft in a Plea of the Case for that said Spring at Northfield in August 10. 1791 In Consideration of £13 & Mo Cash the Plff to said Spring

paid them & there promised ye Warner to enclose a House with Boards & Shingles finish the same for Clapboarding, veil the Kitchen Bedroom & Pullery up to the Roof & the Pullery over head make Chimney & Cellar Stairs make & hang three Outside Doors & lay down Chamber Floors over the whole House & compleat the whole in Workman like Manner by the middle of November then next after said Spring has never done the same but neglected it to the Damage of said Warner Fifteen pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Barrett vs Flag No 49

Silas Barrett of Hinsdale in the County of Cheshire & State of New Hampshire Husbandman Plff vs John Flag of Royalston in the County of Worcester Gent. Deft in a Plea of the Case for his not paying the Plff Ten pounds & Interest according to his Promise to the Plff Damage Ten pounds — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Silas do recover against the said John Ten pounds & Mo Damages & Costs of Suit taxed at £1.17.6 & thereof &c — Execution Sept. 19. 1792

Dutton vs Cunningham No 50

Timothy Dutton of Hebron in the County of Tolland & State of Connecticut Merch. Plff vs Thomas Cunningham of Bernardston in the County of Hampshire Yeoman Deft in a Plea of the Case for his not paying the Plff Seven pounds & eleven pence L. Mo & the Interest according to his Note dated May 16. 1776 — to the Plff's Damage Fifteen pounds The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Timothy do recover against said Thomas Eight pounds & four pence L. Mo Damages & Costs of Suit taxed at £1.12.5 and thereof &c Execution Sept. 19. 1792 —

Barrett vs Chapin No 51

John Barrett of Northfield in the County of Hampshire Att. Plff Caleb Chapin of Bernardston in the same County Gent. Deft in a Plea of the Case for his not paying the Plff £3.12.10 L. Mo & the Interest and the further Sum of £3.6.8 L. Mo & the Interest and the further Sum of £2.9.6 L. Mo & the Interest according to his several Notes of Hand — to the Damage of said John Twenty pounds — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said John do recover against said Caleb Eight pounds Six Shillings L. Mo Damages & Costs of Suit taxed at £1.12.5 & thereof &c. Execution Sept. 19. 1792 —

Barrett vs Hobbins No 52

John Barrett of Northfield in the County of Hampshire Att. Plff vs Elisha Hobbins of Greenfield in the same County Yeoman Deft in a Plea of the Case for not paying the Plff Four pounds seven shillings & eleven pence L. Mo according to his Promise to the Damage of said Plff Ten pounds — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said John do recover against said Elisha Four pounds eight shillings & eleven pence L. Mo Damages & Costs of Suit taxed at £1.12.3 & thereof &c Execution Sept. 19. 1792 —

Cleaveland vs [illegible] No 53

Josiah Cleaveland of Lebanon in the County of Cheshire & State of New Hampshire Gent. Plff vs Jonathan Carson late of New Ipswich in the County of Hillsborough Yeoman Deft in a Plea of the Case for his not paying the Plff Five pounds L. Mo & the interest according to his Note dated May 1. 1791 to the said Plff's Damage [illegible] & the Sum of 115 according to the Law annexed to the Bill — [illegible] appears & the Deft the three Times called to come into Court makes Default [illegible]

Whereupon it is considered by the Court that said Jonathan do recover against said Jonathan Tree seventy nine pounds, fifteen shillings & three pence — the Damages and Costs of suit taxed at £ [illegible] & Execution &c. — Given &c. Sept. 1792

Jenkins vs. Nichols — Judgment

Jonathan Jenkins of Berwick in the County of York, John Masin in Right of Martha his wife, late of Newfield in the same County, Yeoman, Defts in a Plea of the Case for their not paying to the Plff Ten pounds twelve shillings & eight pence & the interest to their Damage twenty pounds, as by the Parties appear, & on the Motion of the Defts it is considered by the Court that they have Day given in Court until the third Tuesday of January next.

Philips vs. Potter — Judgment

Jonathan Philips of Potter in the Province of New Brunswick Esq. Plff v. Frederic Potter of Springfield in the County of Hampshire Gentleman Deft in a Plea of Debt for their not paying to the Plff Thirty four pounds fifteen shillings & four pence according to their Note dated July 30th 1789 — and the interest thereof amounting to £ 2.12.7 & the interest according to their Note dated April 14. 1791 to the Plff's Damage twelve pounds. The Plff appears & the Deft tho' three times called to come into Court make default of appearance. Wherefore it is considered by the Court that said Jonathan do recover against the said Frederic Three pounds eleven shillings & 10d. & the Damages & Costs of suit taxed at £ [illegible] & Execution &c. — Given &c. Sept. 18. 1792.

Bigelow vs. Fairman — Judgment

Alexander Bigelow of Springfield in the County of Hampshire Hammer Plff v. Benjamin Fairman of Wilbraham in the County aforesaid Glazier Deft in a Plea of the Case for their not paying the Plff six pounds one shilling & ten pence & the interest according to their Note dated June 28 1790 to the Plff's Damage Ten pounds. The Plff appears & the Deft tho' three times called to come into Court make Default of appearance. Wherefore it is considered by the Court that said Alexander do recover against said Benjamin six pounds fourteen shillings & seven pence & the Damages & Costs of suit taxed at £ [illegible] & Execution &c. — Given &c. Sept. 18. 1792

Dwight & al vs. Eddy & al — Judgment

Jonathan Dwight of Springfield in the County of Hampshire Esq. & Phillips Charles Eddy & Portina Eddy both of Wilbraham in the same County Yeomen Defts in a Plea of the Case for their not paying the Plff Nineteen pounds & nine shillings & the interest according to their Note dated November 10. 1787 to the Plff's Damage fifteen pounds. The Plff appears & the Defts tho' three times called to come into Court make Default of appearance. Wherefore it is considered by the Court that said Jonathan do recover against said Charles & Portina Eleven pounds fourteen shillings & the Damages & Costs of suit taxed at £ [illegible] & Execution &c. — Given &c. Sept. 18. 1792.

Phillips & al vs. Dewey — Judgment

William Phillips of Boston in the County of Suffolk & Phillips Israel Dewey of Westfield in the County of Hampshire Yeoman Defts in a Plea of Debt for their not paying the Plff Two hundred & twenty seven pounds & 10s. according to a Judgment of Court & to the Plff's Damage Three hundred pounds. The Parties appear & agree to a Continuance of this Case to the next Term & that Judgment be then stayed & that it is considered by the Court that said Parties have Day given in Court until the third Tuesday of January next.

Brown vs. Bolkwood — Judgment

Daniel Denison Brown of Boston in the County of Suffolk merch. Plff v. Ebenezer Bolkwood of Hardwick in the County of Hampshire Gent. Deft in a Plea of the Case for their not paying the Plff £ [illegible] & 2s. 6d & the interest according to their Note dated September 20 1784 to the Plff's Damage Ten pounds. The Plff appears & the Deft tho' three times called to come into Court make Default of appearance. Wherefore it is considered by the Court that said Daniel do recover against said Ebenezer Seven pounds thirteen shillings & nine pence & 10s. Damages & Costs of suit taxed at £ [illegible] & Execution &c.

Fitton
vs.
Wilson
p. 50

John Fitton of Westfield in the County of Hartford & State of Connecticut Yeoman Plff. vs. Robert Wilson of Westfield in the County of Hampshire Yeoman Deft. in a Plea of Trespass, for that said Defdt. on ye Ninth day of March last past unlawfully & without any just & probable Cause took & Drove the Pltffs. Cattle unlawfully detained them to the Damage of said Pltff. in sixteen pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day given in Court untill the third Tuesday of January next —

Eddy
vs.
Wellbridge
p. 61

Charles Eddy of Wilbraham in the County of Hampshire Yeoman Plff. vs. Joshua Wellbridge of the same Wilbraham Husbandman Deft. in a Plea of the Case for his not paying the Pltff. twenty one pounds two shillings & 10d. according to his promissory Note to the Pltff. Damage Thirty pounds — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day given in Court untill the third Tuesday of January next —

Beals
vs.
Fox
p. 62

Nathan Beals of Plainfield in the County of Hampshire Yeoman Pltff. vs. Jacob Fox of the same Plainfield Yeoman Deft. in a Plea of the Case for his not paying the Pltff. £26 0 0 & 10d. Interest according to his Note dated May 31st. 1768 and the further Sum of £6 for Money had & received to the Pltffs. Damage Ten pounds — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day given in Court untill the third Tuesday of January next —

Burt & al. Admrs.
vs.
Hills
p. 63

David Burt & Lucy Colton both of Longmeadow & William Seldon of Springfield all in the County of Hampshire Administrators on the Estate of Samuel Colton late of said Longmeadow dec'd. Pltffs. vs. Isaac Hills of Loudon in the County of Berkshire Yeoman Defdt. in a Plea of the Case for not paying the Pltffs. Intestate in his right Five Pounds Ten Shillings & Interest according to his Note dated June 9. 1760 — and the Sum of One pound & 10d. Interest according to his Note dated August 29. 1769 and the Sum of £1 17 9 & 10d. Interest according to his Note dated April 29. 1773, to the Pltffs. Damage in their said Capacity twenty pounds — The Pltffs. appear & the Defdt. Bail now being him into Court & pray he may be discharged, whereupon it is considered by the Court that said Isaac be taken into Custody of the Sheriff & the said Bail be discharged — And at this same Term the said Case being five Times called & come into Court makes default of Appearance Wherefore it is considered by the Court that said Administrators do recover against the said Isaac Fifteen pounds fourteen shillings & Costs of suit & 10d. Damages & Costs of suit taxed at £2 2 0 & 10d. Interest &c. —

Decr. Sessions 1792 —

Wash
vs.
Wash
p. 64

Joseph Wash of Windham in the County of Windham & State of Connecticut Yeoman Pltff. vs. Edward Wash of the same in the County of Berkshire Yeoman also Defdt. in a Plea of the Case for his not paying the Pltff. £15 8 & 10d. Interest according to his Note dated October 13. 1787 to the Pltff. Damage twenty five pounds — The Pltff. appears & the Defdt. being three times called & come into Court makes default of Appearance Wherefore it is considered by the Court that said Pltff. do recover against said Defdt. twenty pounds eight pence & 10d. Interest & Costs of suit taxed at £1 10 0 & 10d. Interest &c. —

Decr. Sessions 1792 —

Vinlander
vs.
Hooker
p. 65

Indenuth Vinlander of the City & State of New York Merch't. Pltff. vs. Elias Hooker of Westhall in the County of Hampshire Merch't. Deft. in a Plea of the Case for his not paying the Pltff. One hundred & two Dollars & 50 Cts. & 10d. according to his Note dated Jan. 8 1791 to the Pltff. Damage Five hundred & twenty pounds — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day given in Court untill the third Tuesday of January next —

Samuel Clarke of Granville in the County of Hampshire Yeoman Plaintiff in Jabez Clark of the same Granville Yeoman alias Gent. Deft. in a Plea of the Case for his not paying the Plff £24.5 & the Interest according to his Note dated May 20. 1791 to his Damage Forty pounds. The Parties appear and agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Clarke vs Clarke No. 66

Samuel Treat of East Windsor in the County of Hartford & State of Connecticut Gent. Plff v. Brian Bissel of Tyringham in the County of Berkshire Gent. Deft. in a Plea of the Case for his not paying the Plff £40.10.0 Lawful & the Interest according to his Note dated Feby. 24. 1785 to his Damage Ten pounds. The Parties appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court until the third Tuesday of January next. — Treat vs Bissel No. 67

Horace Hosker & John Chapin both of Windsor in the County of Hartford & State of Connecticut Merchants Plffs. vs. Thomas Rose of Chester in the County of Hampshire Trader Deft. in a Plea of the Case for his not paying the Plffs £16.0.0 Lawful & the Interest according to his Note dated December 28. 1791 to the Plffs Damage eighteen pounds — The Plffs appear & the Deft. the Nine Times called to come into Court makes Default of Appearance — Wherefore it is considered by the Court that said Horace & John do recover against said Thomas Eleven pounds Fifteen shillings Lawful Damages & Costs of Suit taxed at £1.19.1 & thereof &c. Exon. if Sept. 17. 1792 — Hosker & al vs Rose No. 68

David Bush William Sheldon & Lucy Colton Administrators on the Estate of Samuel Colton late of Long Meadow in the County of Hampshire dec'd and Andrew Colton of Springfield in the same County Cordwainer Parties in a Rule of Reference entered into according to the Statute &c. — The Parties appear & the Referees by their Award now send into Court their Award & it is that the said Andrew pay said Administrators £25.4.2 Lawful Damages & Costs of Reference taxed at 22/6 — which Award is accepted and it is considered by the Court that said David William & Lucy in their said Capacity recover against said Andrew Twenty five pounds four shillings & two pence Lawful Damages & Costs of suit & taxed at £2.2.3.10 & thereof &c. Execution if Sept. 17th 1792 — Bush & al Adm'rs vs Colton No. 69

Peaslee Hutchins of New Braintree in the County of Worcester Labourer Plff vs Job Dean of Ware in the County of Hampshire Yeoman Deft. in a Plea of the Case for his not paying the Plff £12.12.0 Lawful & the Interest according to his Note dated November 25 1791 to the Plffs Damage Twenty pounds — The Plff appears & the Deft. the Nine Times called to come into Court makes Default of Appearance here and it is considered by the Court that this Case be continued for Judgment until the third Tuesday of January next. — Hutchins vs Dean No. 70

John Brown of the City & State of New York Merch't Plff v. William Moe of Greenfield in the County of Hampshire Gent. Deft. in a Plea of the Case for his not paying the Plff £68.12.12 New York Currency & the Interest according to his Note dated August 16. 1791 to the Plffs Damage Six hundred pounds — The Plff appears & the Deft. the called to come into Court makes Default of Appearance here — Afterwards the Deft. appears & the Parties agree to a Continuance to the next Term & that Judgment be then final — and it is considered by the Court that they have Day here in Court until the third Tuesday of January next. Brown vs Moe No. 71

Warner Admr
v
Warner Admr
No. 72

Noadiah Warner Administrator on the Estate of Jonathan Warner late of Hadley in the County of Hampshire deceased Pltff vs Mary Warner Administratrix on the Estate of Nicholas Warner late of Amherst in the same County deceased in a Plea that she render to the Pltff Noadiah Thirty five pounds thirteen shillings & two pence which from him she unjustly detains (the same being the Amount of a former Judgment of this Court March Term 1790) to the Damage of the Pltff Noadiah Forty pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Noadiah in his Capacity do recover against the said Mary in her Capacity Forty one pounds lawful Money Debt & Costs of Suit taxed at £1 11 2-9 & thereof Execution Sept 17. 1792

Pathway
v
Bissel
No. 73

Israel Pathway of Sheffield in the County of Berkshire State of Connecticut Trader Pltff vs Moses Bissel of Hadley in the County of Hampshire Yeoman Deft in a Plea of the Case for his not paying the Pltff £13 0 0 L.M. & the Interest according to his Note dated September 3d last to the Pltffs Damage Sixteen pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Israel do recover against said Moses Thirteen pounds Sixteen shillings & one penny L.M. Damages & Costs of Suit taxed at £1 8 3 & thereof Execution Sept 17. 1792 —

Porter & al
v
Sheldon
No. 74

Eleazer Porter Junr & William Porter both of Hadley in the County of Hampshire Ironmongers Pltffs vs Samuel Sheldon of the same Hadley Gentn Deft in a Plea of the Case for his not paying the Pltffs £15 0 0 L.M. & the Interest & also £4 3 2 to balance book accounts according to his Note & Account to the Damage of the Pltffs Twenty five pounds — The Pltffs appear & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Pltffs Eleazer & William do recover against said Samuel Twenty pounds Sixteen shillings & nine pence two farthings L.M. Damages & Costs of Suit taxed at £1 1 1 & thereof Execution Sept 18. 1792 —

Porter Ex
v
Stemb & al
No. 75

Elisha Porter of Hadley in the County of Hampshire Esqr Sheriff of the said County Pltff vs Stephen King Yeoman & Deputy Sheriff under said Elisha & Elisha Stemb Gentn both of Northfield in the County aforesaid Defts in a Plea wherein said Porter demands against said King & Stemb Five hundred pounds lawful Money for further Damages sustained by said Porter by Reason of the Breach of the Covenants of said Defts since a former Judgment of this Court — The Pltff appears & the Defts tho three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Porter may have a further Execution against said King & Stemb for the Sum of being the Damages by him sustained since the former Judgment of this Court & for the Costs of this Suit taxed at

Smith & al
v
Cook
No. 76

Enoch Smith of Brattleboro in the County of Windham & State of Vermont Gentn & Sarah Montague of Hadley in the County of Hampshire Widow Admr on the Estate of Nathr Montague deceased Pltffs vs Elias Cooke of Hadley aforesaid Yeoman Deft in a Plea of the Case for his not paying the Pltffs £4 15 10 for sundry Grains in creation & Milldue to them Damage Sixty five pounds The Parties appear & agree to refer this Case with all Demands to the Determination of Charles Phelps Esqr Elijah Stent Esqr & Nathl Edman the Arbitrators or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued according to which said Agreement is made a Rule of this Court & it is considered that they have Leave to sue in Court till the third Tuesday of January next

Charles Phelps of Shelden in the County of Hampshire Pltff James Hunt of Williamsburgh in the same County Yeoman Deft in a Plea of the Case for his not paying the Pltff £15.15.[illegible] £[illegible] for Leather according to his Promise to the Pltff Damage Fourteen pounds The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Charles do recover against said James Seven pounds nineteen shillings & one penny two farthings £[illegible] Damages & Costs of Suit taxed at £[illegible] & thereof &c Execution Sept. 17. 1792

Phelps vs Hunt No. 77

Levi Cook of this Town in the County of Hampshire Lad Ent Pltff Elijah Baker Inn. of Lenox in the same County Yeoman Deft in a Plea of the Case for his not paying the Pltff £5.11.8 £ Mo according to his Note dated July 12th 1791 to his Damage Seven pounds — The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Levi do recover against said Elijah Five pounds two shillings & three pence £ Mo Damages & Costs of Suit taxed at £[illegible] & thereof &c Execution Sept. 17. 1792

Cook vs Baker No. 78

Noadiah Warner of Hadley in the County of Hampshire Gent. Pltff vs Markham Smith of the same Hadley Yeoman Deft in a Plea of the Case for not paying him £10.7.9 3. £ Mo & the Interest according to his Note dated March 13. 1789 to the Pltff Damage Nine pounds The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Noadiah do recover against said Markham Five pounds ten shillings & three pence £ Mo Damages & Costs of Suit taxed at £1.0.1 & thereof &c Execution Sept. 17th 1792

Warner vs Smith No. 79

Ebenezer Porter Inn. & William Porter both of Hadley in the County of Hampshire Shoemakers Pltff vs Thomas Woodbury Yeoman Reuben Adams Yeoman both of Plainfield & Job Smith Yeoman of Chesterfield all in the County of Hampshire Defts in a Plea of the Case for their not paying the Pltff £7.17.8 £ Mo according to their Note dated March 10th 1789 to the Pltff Damage Nine pounds — The Pltff appears & the Defts tho three times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that said Ebenezer & William do recover against the Defts Thomas Reuben & Job Seven pounds & eighteen pence £ Mo Damages & Costs of Suit taxed at £1.6.3 & thereof Execution Sept. 17. 1792

Porter & al vs Smith & al No. 80

Perez Chapin of Ludlow in the County of Hampshire Physician Pltff vs Caleb Chapin Inn. of Bernardston in the same County Physician Deft in a Plea of the Case for his not paying the Pltff £9.18.2 £ Mo & the Interest according to his Note dated Nov. 18. 1788 to the Pltff Damage Seven pounds — The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Perez do recover against the said Caleb Seven pounds fourteen shillings and seven pence £ Mo Damages & Costs of Suit taxed at £2.7.7 & thereof &c Execution Sept. 17. 1792

Chapin vs Chapin Jun. No. 81

Cotton Graves of Sunderland in the County of Hampshire Yeoman Pltff vs Hannah Cooley of the same Sunderland Yeoman Deft in a Plea of Covenant broken to the Pltff Damage one hundred pounds as is particularly set forth in the Declaration on file &c — The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Cotton do recover against said Hannah Thirty three pounds £ Damages & Costs of Suit taxed at £[illegible] & thereof &c

Graves vs Cooley No. 82

Smith vs Gray No 83

Thomas Smith of Hadley in the County of Hampshire Yeoman Pltff Gilbert Gray of Conway in the same County Gent Deft in a Plea of the Case for his not paying the Pltff Fifteen pounds one shilling L Mo to balance Accounts & to the Pltffs Damage thirty pounds. The Parties appear and agree to a Discontinuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Pettis vs Bolkwood No 84

Joseph Pettis of Amherst in the County of Hampshire Gent Deputy Sheriff Pltff vs John Bolkwood late of said Amherst Yeoman Deft in a Plea of the Case for not paying the Pltff £41.11.3 to balance his Account according to his Promise to the Pltffs Damage Fifty five pounds — The Pltff appears & the Deft being out of the State it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Bolkwood vs Bolkwood No 85

Ebenezer Bolkwood of Amherst in the County of Hampshire Gent Pltff vs John Bolkwood late of said Amherst Yeoman Deft in a Plea of the Case for his not paying the Pltff £14 L Mo & the Interest according to his Note dated Feb 20. 1786 and the Sum of £4.18.0 on Book Account due to balance to the Pltffs Damage Fifteen pounds — The Pltff appears & the Deft being out of the State it is considered by the Court that said Parties have Day here in Court until the third Tuesday of January next

Lane vs Gaylord No 86

Ebenezer Bolkwood of Amherst in the County of Hampshire Gent Pltff vs Nehemiah Gaylord Inn Holder of Hadley in the same County Yeoman Deft in a Plea of the Case for his not paying the Pltff £6.0.0 L Mo & the Interest according to his Note dated Augt 22d 1791 and the Sum of 6/2d for one pair Shoes & to the Pltffs Damage Ten pounds — The Pltff appears & the Deft tho' three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Ebenezer do recover against said Nehemiah Six pounds Seven Shillings & Eight pence two farthings L Mo Damages & Costs of Suit taxed at £1.1.10 L Mo of &c

Recorded Octobr 8. 1792

Buckminster vs Mason No 87

Martha Buckminster of Greenfield in the County of Hampshire Widow Pltff vs Daniel Mason of Barre in the County of Worcester Husbandman Deft in a Plea &c as is &c & Pltff at large in the Declaration of Pltff &c — The Pltff appears & discontinues this Action the Deft appears & recovers for his Costs — and it is considered by the Court that said Daniel do recover against said Martha his Costs taxed at £ L Mo of &c

Dickinson vs Church & al No 88

Eleazer Dickinson of Longmeadow in the County of Hampshire Yeoman Pltff vs Gideon Church Yeoman & Jermin Limeall Yeoman both of Lenox aforesaid Defts in a Plea of Trespass for that said Gideon & Jermin on the 9th day of March last two Cows of the Pltff then in their Possession did take away and carry away out of the Pltffs Possession & the Pltffs said Cows Ten pounds — The Parties appear & on the Motion of the Defts for a Continuance for special Pleadings it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Miller vs Kingsley No 89

David Miller of West Springfield in the County of Hampshire Gent Pltff vs Martin Kingsley of Hardwick in the County of Worcester Yeoman Deft in a Plea of the Case whereon said David complains that on some Fall year of said Martin hospitably opened a Writing called a State Note signed by said Martin late of said Hardwick to said David for the Sum of Seventy four pounds & one hundred pounds which said Note he took & did not the Consideration of said Martin by pending same — said Martin knowing said Note to belong to said David, hath never [illegible] the same & Sum said [illegible] converted it [illegible] Pltff's Damage one hundred pounds — The Pltff appears & the Deft tho' called & [illegible] out makes Default of Appearance

and it is considered by the Court that this Case be continued to the next Term for Judgment

Jeremiah Wadsworth of Hartford in the County of Hartford & State of Con. Gent. Plff vs William Bowman of Lowell in the County of Hampshire Husbandman Defdt in a Plea of the Case for not paying the Plff £39.10.0 Lawful according to his Note to Elisha Bulkwood Order dated Decr 22d 1790 to the Plffs Damage forty eight pounds — The Parties appear & agree to a Continuance of this Case to the next Term — and it is considered by the Court that they have Day here in Court until the third Tuesday of January next —

Bowman
vs
Wadsworth
No. 90.

David Parsons of Amherst in the County of Hampshire Clerk Plff vs Amos Nash of the same Amherst Joiner Defdt in a Plea of the Case for his not paying the Plff £15.14.10 Lawful for sundry Articles of Account to the Plffs Damage Twenty five pounds — The Plff appears & the Defdt tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said David do recover against said Amos Twenty five pounds two shillings & ten pence Lawful Damages & Costs of Suit taxed at £1.2.6 & Writ of Ex

Exon iss Nov. 10. 1792 —

Parsons
vs
Nash
No. 91.

Jonathan Smith of Amherst in the County of Hampshire Yeoman Plff vs Hugh Johnson of Pelham in the same County Husbandman Defdt in a Plea of the Case for his not paying the Plff £7.4.0 according to his Note dated Nov. 13. 1789 to the Plffs Damage twelve pounds — The Plff appears & the Defdt tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Jonathan do recover against said Hugh Ten pounds eighteen shillings & five pence Lawful money Damages & Costs of Suit taxed at £1.3.8 & Writ of Ex

Exon iss Dec. 29. 1792 —

Smith
vs
Johnson
No. 92

Moses Fox Butler of Pelham in the County of Hampshire Yeoman Plff vs William Mills of the same Pelham Yeoman Defdt in a Plea of the Case for not paying the Plff £20.13.0 Lawful money & the value according to his Note dated April 2d last payable to Calvin Butler or Order to the Plffs Damage Twenty four pounds — The Parties appear & agree to a Continuance of this Case to the next Term & that Judgment be then final and it is considered by the Court that they have Day here in Court until the third Tuesday of January next —

Butler
vs
Mills
No. 93

William Ashley of Amherst in the County of Hampshire Gent. Plff vs Nehemiah Hinds of Pelham in the same County Gent. Defdt in a Plea &c as is at large set forth in the Declaration on file &c The Plff being three times called in Court with the Defdt defaulted & the Action is dismissed

Ashley
vs
Hinds
No. 94

Artemas Rice Edward Beckford Joseph Marshall all of Belchertown in the County of Hampshire Yeoman Plffs vs Edward Giles of the same Charlemont Yeoman Defdt in a Plea of the Case for his not paying the Plffs £5.4.11.0 for so much money laid out & received to the Plffs Damage Eighty pounds — The Parties appear & agree to a Continuance of this Case to the next Term ~~[illegible]~~ — and it is considered by the Court that this Case be continued ~~[illegible]~~ until the third Tuesday of January next

Rice & al
vs
Giles
No. 95.

Rose
vs
French
No 96

William Rose of Greenfield in the County of Hampshire Gent. Pltff
Francis Conway in the same County Gent. Deft in a Plea of Debt for not
paying the Pltff the sum of [illegible] being the Income of a judgment of this Court for
recovered in the [illegible] against the Deft & the Interest thereon & which remains
unsatisfied &c to the Pltff's Damage twelve pounds. The Pltff appears & the
Deft the three Times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that said William do recover
against said Francis
Debt & Costs of Suit taxed at £[illegible] & Mittimus &c

Price
vs
Goodman
No 97

Benjamin Price of Wilmington in the County of Windham & State of
Vermont Gentleman Pltff & Noah Goodman of South Hadley in the County
of Hampshire Esq. Deft in a Plea of the Case for his not paying the Pltff
£40.10.0 for so much money had & received by the Deft to the Pltff's Damage Sixty
pounds. The said Parties appear & agree to a Continuance of this Case to the
next Term. And it is considered by the Court that they have Day here in
Court until the third Tuesday of January next

Rose
vs
Wells
No 98

William Rose of Greenfield in the County of Hampshire Gent. Pltff &
Thomas Wells of Leyden in the same County Yeoman Deft in a Plea of
Debt for his not paying the Pltff £4.11.0 part of a former Judgment of
this Court May Term 1791 which remains unsatisfied to the Pltff's Damage
twelve pounds. The Pltff appears & the Deft the three Times called to come
into Court makes Default of Appearance here. Wherefore it is considered
by the Court that said William do recover against said Thomas Four pounds
nineteen shillings & five pence £4.19.5 Debt & Costs of Suit taxed at £2.9.6
Decree of Sept. 14. 1792 —
& Mittimus &c

Bartle
vs
Heaton
No 99

Joel Bartle of Springfield in the County of Hampshire Gent. Pltff &
Moses Heaton of Charlemont in the same County Physician Deft in a
Plea of the Case for his not paying the Pltff £13.5.0 & the Interest accruing
thereon by his Note made Sept. 1790 to the Pltff's Damage Seventy pounds.
The Pltff appears & the Deft the three Times called to come into Court makes
Default of Appearance here. Wherefore it is considered by the Court that
said Joel do recover against said Moses Four pounds Four shillings & Seven pence
£4.4.7 Damages & Costs of Suit taxed at £2.6.0 & Mittimus &c
Decree of Sept. 14. 1792 —

Lyman
vs
Spurwater
No 100

Oliver Lyman Esq. of Lunenburg in the County of Worcester & State of New-
York Trader Pltff & Simeon Spurwater of Westfield & Ira Westfield & Ira
Merchants of Blanford both in the County of Hampshire Deft in a Plea of the
Case for their not paying the Pltff £58.1.10 for Work & Labour in the
Pltff's Damage Five hundred pounds. The Parties appear & agree to a Continu-
ance of this Case to the next Term. And it is considered by the Court
that they have Day here in Court until the third Tuesday of January next

Bartlett & al
vs
Cooley
No 101

Thomas Bartlett Esq. & Hannah Wardwell Gentlewoman both of Cambridge
in the County of Middlesex Pltffs & William Cooley of Granville in the County
of Hampshire Gentleman Deft in a Plea whereon they demand against
said William the Possession of five hundred Rods of Land in Granville
adjoining bounded, beginning at the North East corner of the Town of Granville
at two East inch & Grey Stone running South one hundred & Rods thence
West one hundred forty five Rods thence North forty Rods thence West three
hundred & fifty eight Rods to a White Oak Corner so called & two white Birch
Trees with Stones marked E. Bash & Bish thence on Andrew Rhodes Line to the
North east Corner of said Rhodes land at a large Stump & marked X Bash & Bish
thence Bash twenty two degrees South four hundred & forty six Rods to the
first mentioned North Bash Corner of said Town & whereon they complain
that William Bartlett late of said Cambridge deceased in his Life time &
within 30 Years past was seized of the demanded Premises in Fee &
died seized thereof leaving the Demandants his only Heirs & that they
ought now to be in Possession thereof. Yet said William has illegally intruded
himself & deforced the Demandants & keeps them out to their Damage five
hundred pounds. The Parties appear & agree to a Continuance of this Case
[illegible] & that the Jury be [illegible] until the third Tuesday the Court

William Lyman of Northampton in the County of Hampshire Esq. Pltff vs. Moses Bisbee of Hadley in the same County Yeoman Deft in a Plea of the case for his not paying the Pltff £[illegible] & Int. according to his Note dated November 5th last, to the Pltffs Damage Ten pounds. The Pltff appears & the Deft the three times called to come into Court makes Default of Appearance. Therefore it is considered by the Court that Wm. do recover against Moses Bisbee Fourteen pounds seven shillings & five pence L. & Damage & Costs of suit taxed at 19/10 L. Thereof &c. Execution Sept. 17. 1792

Lyman vs. Bisbee No. 102

Luther Loomis of Westfield in the County of Hartford & State of Connecticut Esq. Pltff vs. Aaron Weller of Westfield in the County of Hampshire Yeoman Deft in a Plea of the case for his not paying the Pltff £[illegible] L. & the Interest according to his Note dated March 28th last to the Pltffs Damage Fourteen pounds. The Parties appear & agree to a Continuance of this case to the next Term & that Judgment be then rendered. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Loomis vs. Weller No. 103

James Wales of Norwich in the County of Hampshire Gent. Pltff vs. James Stench of Williamsburgh in the same County Yeoman Deft in a Plea of Trespass on the case for that the Wales at Northampton on January 20th 1791 was possessed of four barrels of spirit of the value of £24 as of his own proper Goods & while afterwards on the same Day out of his Possession carelessly lost, & while afterwards on the same Day into the Possession of the Stench by finding came. The said Stench knowing the Premises, yet hath not delivered the four Barrels of Rum to said Wales but hath converted them to his own use to the Damage of said Wales Thirty pounds. The Parties appear & on the Motion of the Deft it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Wales vs. Stench No. 104

Joseph Bond late of Westborough in the County of Worcester Gent. Pltff vs. Daniel Burnet of Holland alias South Brimfield in the County of Hampshire Gent. alias Esq. Deft in a Plea of the case for his not paying the Pltff £36.5.7 & the Interest according to his Note dated March 3d 1791 to the Pltffs Damage fifty pounds. The Parties appear & agree to a Continuance of this case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Bond vs. Burnet No. 105

Hannah Gilbert of Brookfield in the County of Worcester Widow Pltff vs. Mathew Barr Junr. alias Mathew Barr late of Rowe in the same County Yeoman alias Gent. Deft in a Plea of the case for his not paying the Pltff £9.19.9 L. & Int. according to his Note of June 11th 1784 to the Pltffs Damage Twenty pounds. The Pltff appears & the Deft the three times called to come into Court makes Default of Appearance here. Therefore it is considered by the Court that said Hannah do recover against said Mathew Fourteen pounds six shillings & six pence L. & Damages & Costs of suit taxed at L. 1.17.1 & Thereof &c. Execution Sept. 20. 1792

Gilbert vs. Barr No. 106

Benjamin Heywood Esq. & Eunice his Widow both of Worcester in the County of Worcester Admrs. on the Estate of Jonathan Rice late of said Worcester deceased Pltffs vs. William Emerson Stearns of New Salem in the County of Hampshire Yeoman Deft in a Plea of the case for his not paying the Pltff £1.10.0 L. & Int. & the Interest

Heywood & vs. Stearns No. 107

The Plaintiff appears & the Defdt tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Benjamin & Eunice do recover against said William Eleven pounds seven shillings & ten pence L11 7s 10d Damages & Costs of Suit taxed at £1 4s 4d & Execution &c

Execution of Judgt Sept 26th 1792

Collins v. Lilly Judgment No. 108

Nathan Collins of Philadelphia Merchant Plaintiff v. Reuben Lilly Innr of Brentfield in the County of Hampshire Gent. Defdt in a Plea of the Case for not paying the Plaintiff £16.19.0 on Accounts as annexed to the Writ according to Promise to the Plaintiff Damage thirty pounds — The Parties appear & agree to a Continuance of this Case to the next Term And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next —

Bryant & Ux v. Stephenson & Ux No. 109

Isabel Bryant of Chesterfield in the County of Hampshire Yeoman & Appellant v. John Stephenson Senr of the same Chesterfield Husbandman Appellee from the Judgment of Wm White Esqr in a Suit in Case Isabel was Plaintiff & John Defdt in a Plea of Trespass on the Case for that said Isabel at Chesterfield on May 1st last was possessed of a Brindle Cow worth four pounds which on the same Day he lost out of his possession, and which Cow on the same Day to the possession of said John by finding came after the said Cow, knowing the same had not delivered said Cow to said Isabel, but converted her to his own use to the Plaintiff Damage eighty shillings The said Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next —

Cogswell v. Bonney No. 110

Ezra Cogswell of Chesterfield in the County of Hampshire Blacksmith Plaintiff v. Luke Bonney of the same Chesterfield Gent. Defdt in a Plea of the Case for his not paying the Plaintiff £12 according to his Note dated Mar 18 1791 and the further Sum of £15 for so much Money had & received &c to the Plaintiff Damage thirty pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Wells v. Brown No. 112

Isaac Wells Senr of Bridgewater in the County of Worcester Yeoman Plaintiff v. Isaac Brown of Southampton in the County of Hampshire Labourer Defdt for his not paying the Plaintiff £8.6.8 & 1 Mo & the Cash according to his Note of December 28th last to the Plaintiff Damage ten pounds — The Plaintiff appears & the Defdt tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Isaac do recover against said Isaac Eight pounds sixteen shillings & eight pence L8 16s 8d Damages & Costs of Suit taxed at £4 4s 3d & Execution &c

Murray v. Dickinson No. 113

Joseph Murray of Hatfield in the County of Hampshire Gent. Plaintiff v. Samuel Dickinson of the same Hatfield Innkeeper Defdt in a Plea of Trespass on the Case, as in a Plea set forth in the Declaration on File — The said Parties appear and agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

[illegible] v. [illegible] No. 114

[illegible] Plaintiff of the City of New York Merchant Plaintiff v. Samuel Goldsborough of [illegible] in the County of Hampshire Gent. Defdt in a Plea of the Case for his not paying the Plaintiff £30 New York Currency according to his Note dated Dec 28th 1790 to the Plaintiff Damage fifty pounds The Plaintiff appears & the Defdt tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said [illegible] do recover against said [illegible] Thirty nine pounds sixteen shillings & seven pence L39 16s 7d Damages & Costs of Suit taxed at £[illegible] & Execution &c

Execution of Judgt Sept 18 1792

Porter v. Parker No. 115

Samuel Porter of Hadley in the County of Hampshire Gent. Plaintiff v. Edna Parker of Westfield in the same County Gent. Defdt in a Plea that he render the Plaintiff One hundred & eight pounds 18 & eight pence which to him he owes & being the Amount of a Judgment which the Plaintiff therefore recovered before Esqr Wm Lyman Esqr Justice &c which he refuses to pay to the Damage of

the three Times called to come into Court makes Default of Appearance
here — Wherefore it is considered by the Court that said Samuel do recover
against said Edna One hundred Thirty five pounds, two Shillings &
Six pence & Mo. Debt & Costs of Suit taxed at £1. 11. 6 & thereof &c

Exon. of Sept. 18. 1792

Cutter & al
v.
Walker
No 116.

Benj.a Clark Cutter of the Boston in the County of Suffolk March.t &
Thomas Lee of Cambridge in the County of Middlex March.t Plff.s
Edward Walker of Stanford in the County of Hampshire Esq.r Deft
in a Plea of the Case for the Deft not paying the Plffs £44 with Interest
according to his Promise to the Plffs Damage Twenty pounds —
The Plffs appear & the Deft the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by
the Court that said Benj.a & Thomas do recover against said Edward
Damages
& Costs of Suit taxed at £ & thereof &c

Humbly shews William Moore Admr de Bonis non on the Estate of Abner Page's
Abner Page late of South wick in the County of Hampshire deceased that Estate Petn & Ord.r
the personal Estate & the proceeds of the Sales of all the Real Estate of s.d Deceased No 117
excepting part of the Widows Right of Dower therein will pay all the
Debts excepting the Sum of £31. 1. 4 He therefore prays he may
be impowered to sell so much of that part of s.d Estate which was
was set off to his Widow (she being since dead) as shall produce the
aforesaid Sum with Costs of Sale &c which being read with a Certificate
from the Judge of Probate &c for s.d County touching s.d Petition it is by
the Court considered that said Admr be & he hereby is impowered to
make Sale of so much of the Real Estate of s.d Deceased set off to his Widow
as shall produce the Sum of £33. 1. 0. he herein observing the Direction
ions of the Law relating to such Sales

Humbly shews Joanna Allen Admrx on Estate of David Allen late of Green
field in the County of Hampshire deceased that the Debts due from s.d Estate & Allen v. Allen's
Costs of selling the Estate exceed the personal Estate & Credits the Sum of £52. 12. 0 Estate Petn & Ord.r
She therefore prays she may be licensed to sell so much of the Real Estate of No 118
said deceased as shall produce s.d Sum & Charges of Sale &c which said
Petition with a Certificate from the Judge of Probate &c for s.d County being
read it is therefore considered by the Court that said Admrx be & she
is impowered to make Sale of so much of the Real Estate of said Deceased
as shall produce the Sum of Fifty four pounds, she observing the Directions
of the Law relating to such Sales

Humbly shews Lenas Parsons Admr on Estate of Aaron Parsons Junr late of Admr on Parsons
of Springfield in the County of Hampshire deceased that the Debts due from Estate Petn & Ord.r
said Estate with the Admr's allowance exceed the personal Estate & Credits No 119
£82. 16. 0 & c — That the Real Estate of Aaron Parsons Father of the Deceased
whereof s.d Deceased had the Right of Reversion was mortgaged to Simeon
Parsons for Debts which still remain unpaid & is also under the Incumbrance of a Lease from the deceased to his said Father during his
Life — That the Right of Reversion in s.d Estate was appraised at
£10. 7. 4 — That the Local Situation of s.d Real Estate is such that in
case the whole of the Right is not sold the Remainder will be of but little
or no Value to the Heirs of said deceased — He therefore prays he may be allowed
to sell the whole of the Right of Reversion in s.d Real Estate for the payment of s.d Debts & Benefit of the Heirs of s.d Deceased —
which said Petition with the Certificate of the Judge of Probate for s.d County being
read it is considered by the Court that s.d Admr be & he is impowered to sell
the whole of the Reversion of the Real Estate above described, he first giving Bonds

Ebenezer Pomroy Admr. vs. Jonathan Walcott
Order
No. 120

Pomroy Ebenezer Pomroy Admr on the Estate of Jonathan Walcott late of Easthampton in the County of Hampshire deceased that the Debts due from sd Estate exceed the personal Estate, two hundred twenty nine pounds 7/4. He therefore prays he may be licensed to sell the whole of the real Estate of said Deceased subject however to the Widow of sd Decd in proving her Right of Dower during her Life, for the purpose of discharging said debts so far as the same will do. Said real Estate being appraised at £116.7 only. Which sd Petition with the Judge of Probates Certificate thereon being read. It is considered by the Court that said Admr may sell the whole of the real Estate of said Deceased for the purpose mentioned in his Petition he observing the Directions of the Law relating to such sales.

Parsons vs. Beal
No. 121

Solomon Parsons of Goshen in the County of Hampshire Yeoman Plff vs. Adam Beals Junr of the same Goshen Yeoman Deft in a Plea of Trespass on the Case for that said Adam abt sd Goshen on June 1st 1792 being justly indebted to the Plff in the sum of £16.7 L.M. for so much Money lent and paid by sd Adam for sd Solo. in Consideration whereof said Adam promised to pay him the same sum on Demand but has not done to the Plffs Damage twenty pounds. The Plff appears by Caleb Strong Esq his Attn & the Deft by Wm Lyman Esq his Attn comes & defends the Force & Injury when &c & for Plea says he never promised in Manner & Form as the Plff hath alledged against him & thereof puts himself on the Country and the Plff the same. Whereupon the Jury at this Time returned & impannelled & sworn to try the Issue delivered upon their Oaths that they find the Deft promised in Manner & Form as set forth in the Declaration & assess Damages for the Plff at Twelve pounds. And thereupon it is considered by the Court that sd Solomon do recover against the said Adam Twelve pounds L.M. Damages and Costs of Suit taxed at £ 8.6.13. Whereupon the said Adam in his own Person appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Surety for his prosecuting the same to Effect &c.

Makepeace vs. Nichols
No. 122

Gershom Makepeace of Brookfield in the County of Worcester Gent Plff vs. Joshua Nichols of Chester in the County of Hampshire Husbandman Deft in a Plea of the Case for his not paying the Plff £4.17.0 & the Int. & the further sum of £2.6.7 for the other sum paid & expended &c to his Damage Eight pounds. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that said Parties have Day here in Court until the third Tuesday of January next.

[illegible] vs. [illegible]
No. 123

[illegible] in the County of Worcester Gent Plff [illegible] in the County of Hampshire Husbandman Deft in a Plea of the Case for that said Gershom on August 7th 1792 [illegible] the Plff's Dwelling House [illegible] & sum [illegible] & [illegible] of [illegible] to the Plff's [illegible] & [illegible] said Gershom [illegible] to Court [illegible] & [illegible] omitted from the [illegible] the Damage [illegible] pounds. The Parties [illegible] agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

[illegible] vs. [illegible]
No. 124

[illegible] in the County of Dukes County Yeoman Plff [illegible] in the County of Hampshire Yeoman Deft in a Plea of Ejectment wherein he demands against sd Joseph the possession of [illegible] Land [illegible] County & part of Lot No. 121 & 122 [illegible] 150 [illegible] Stephen and Paul Hawes and [illegible] Lot [illegible] County Road [illegible]

on said Haydens & Benjn. Tailyfers Land South on Haydens & Eaton Wilcox's Land with the appurtenances & saith Joseph & Abigail his Wife being lawfully seized of sd demanded premises with the appurtenances in their Demesne as of fee by their Deed duly executed & Delivery aforesaid on ye 23d 1769 acknowledged & registered for the Consideration of two hundred pounds gained sold & conveyed the same & land Demandant & to hold to him & his Heirs & Assigns forever by force whereof the Demandant became seized thereof & enough so to have remained if said Joseph hath entered therein without any Right & Title & deforces & detains & holds him out of his Damage two hundred pounds — The Deft appears & the Deft. being three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that sd Benjamin do recover against said Joseph possession of the demanded Premises & that sd Joseph pay said Benjamin Two hundred forty one pounds in two months — & Costs of Suit taxed at £ 3.15.1 &c

Ebenezer Healey of Chesterfield in the County of Hampshire yeoman Plff vs Noah Dewey of Chesterfield in the same County Yeoman alias Gent. Deft in a Plea of Trespass for the Case for that on July 20th 1791 sd Ebenezer was possessed of one black Mare & said Noah was possessed of one sorrel Mare the Property of Samuel Stratton whereof Ebenezer was ignorant & believing sd sorrel Mare to be the Mare of said Noah on the same Day it was agreed between sd Ebenezer & said Noah to exchange Mares & that said Noah should pay to said Ebenezer four pounds & 10s upon the Exchange, in Execution of which agreement sd Ebenezer delivered to said Noah sd black Mare & sd Noah delivered sd Ebenezer said sorrel Mare & said Noah then & there made his promissory Note & delivered the same to said Ebenezer for sd Sum of four pounds — that on June 10th last said Samuel Stratton claimed the said sorrel Mare & her then & there took & carried away from sd Ebenezer & yet detains & so the Exchange ought to be void — And sd Ebenezer on the 20th day of the same June gave Notice thereof to said Noah & requested him to redeliver to him his said black Mare & pay him the Value thereof but sd Noah refuseth to do either to the Damage of sd Ebenezer twenty pounds — The Deft appears & the Deft being three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that this Case be continued for Judgment to the next Term

Healey vs Dewey No 125

Commonwealth of Massachusetts vs Noadiah Warner of Shutesbury in the County of Hampshire Yeoman in a Plea as is at large set forth in the Writ of Sure Facias on File & Caleb Strong Esq. Atty for the Pub. comes into Court & enters a Nolo Prosequi as to the Suit & it is therefore dismissed

Commonwealth vs Warner No 126

Commonwealth of Massachusetts vs David Warner of Pelham in the County of Hampshire Yeoman Deft in a Plea as is at large set forth in the Writ of Sure Facias on File & Caleb Strong Esq. Atty for the Pub. comes into Court & declares he will prosecute this Suit no further — And it is accordingly dismissed

Same vs D Warner No 127

Commonwealth of Massachusetts vs Jeremiah Cady of Shutesbury in the County of Hampshire Yeoman Deft in a Plea as is at large set forth in the Writ of Sure Facias on File & Caleb Strong Esq Atty for the Pub. comes into Court & declares he will no further prosecute the Suit & it is accordingly dismissed

Same vs Cady No 128

Commonwealth vs Hugh Moore No. 129

Commonwealth of Massachusetts vs Hugh Moore of Palmer in the County of Hampshire in a Plea that he render Thirty pounds L. M. forfeited to the Commonwealth by his Recognizance &c as is fully set forth in the Writ of Scire facias on File &c. Caleb Strong Esq. appears on behalf of the Commonwealth to prosecute &c & the said Hugh also comes & moves for a Continuance of this Case to the next Term. And it is considered by the Court that this Case be continued to the next Term the third Tuesday of January next

Fuller Adm. vs Graham Adm. No. 130

James Fuller of South Brimfield in the County of Hampshire Yeoman Adm. on the Estate of John Graham deceased Plff vs. Mary Graham of Holland in the County aforesaid Widow Adm. on Estate of Archibald Graham deceased Deft in a Plea of the Case for her not paying the Plff Three hundred pounds L. M. for so much Money by S. Archibald before that time had & received &c to the Plffs Damage in his said Capacity Four hundred pounds. The Parties appear & agree to refer this Case to the Determination of William Scott & Asa Fisk & Ichabod Goodell, the Award of them or any two of them to be returned into this Court Judgment to be made up & Execution issued accordingly. Which Agreement of the said Parties is made a Rule of this Court in this Case, & it is considered that they have Day here in Court untill the third Tuesday of January next

Hodges vs Hodges No. 131

David Hodges of Monson in the County of Hampshire Husbandman Plff vs Elizabeth Hodges of the same Monson Husbandman Deft in a Plea of the Case for her not paying the Plff Two hundred & forty pounds L. M. with Interest according to his Note dated Feb. 7th 1783 to the Plffs Damage Five hundred pounds. The Parties appear & agree to refer this Case to the Determination of William Scott & Joseph Browning Esq & Ichabod Goodale the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued accordingly. Which Agreement of the said Parties is made a Rule of this Court & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Eddy vs Walbridge No. 132

Charles Eddy of Wilbraham in the County of Hampshire Husbandman Plff vs. William Walbridge of Monson in the same County Husbandman Deft in a Plea of Trespass on the Case for the Deft not paying the Plff Twenty two pounds eighteen Shillings according to his Promise &c, to the Plffs Damage Forty pounds. The Parties appear & agree to refer this Case to the Judgment & Determination of Joseph Browning Esq & Abel Goodale & Ichabod Lyon the Award of them or any two of them to be final & be returned into this Court Judgment to be made up & Execution issued accordingly. Which said Agreement of the said Parties is made a Rule of this Court in this Case & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Money vs Colton No. 133

Israel Money of Monson in the County of Hampshire Yeoman Plff vs Elisha Colton of Hardwick in the County aforesaid Yeoman Deft in a Plea of the Case for his not paying the Plff Twenty three L. M. & the Interest due thereon dated March 15 1782 to the Plffs Damage Three hundred pounds. The Parties appear & on the Motion of the Deft for a Continuance it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Freeman vs Rogers No. 134

Comfort Freeman of Hardwick in the County of Worcester Yeoman Plff vs Elijah Rogers of Ware in the County of Hampshire Husbandman Deft in a Plea of the Case for not paying the Plff the Interest Accrued on his Note dated August 27 [illegible] to the Plffs Damage Ten pounds. The Parties appear & on the Motion of the Deft for a Continuance it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Default of Appearance here Whereupon it is considered by the Court that the said Comfort do recover against the said Moses Fifty pounds of lawful Money Shillings & Mo Damages & Costs of suit taxed at £ 1.17.3 & Execution if not sooner

Epcon if not sooner Sept 27. 1792

Thomas Denny of Leverett in the County of Worcester Esqr Plff at
David Bugbee of Brimfield in the County of Hampshire Yeoman
Defdt in a Plea of the Case for the Defdt not paying the Plff £15.10.0
& the Interest according to his Note dated Augt 28. 1790. & also the further
sum of £10.0.0 & the Interest according to his Note dated Augt 30 1790
to the Plffs Damage Thirty pounds &c. The Parties appear & agree to a
Continuance of this Case to the next Term & it is considered by the
Court that they have Day here in Court until the third Tuesday of
January next

Denny
vs
Bugbee
No 135

David Morgan of Brimfield in the County of Hampshire
Gentn Plff v. Stephen Child late of Holland in the County aforesaid
Husbandman Defdt in a Plea of the Case for his not paying the
Plff £8.12.8 according to his Note dated Decr 1. last & the Plffs
Damage fourteen pounds & The Parties appear & agree to a Con
tinuance of this Case to the next Term & it is considered
by the Court that they have Day here in Court untill the third
Tuesday of January next

Morgan
vs
Child
No 136

Moses Morgan of Brimfield in the County of Hampshire Esqr
Plff v. Benjamin Thompson late of Ware in the same County Yeoman
Defdt in a Plea of the Case for his not paying the Plff £3.5.6 & the
Interest according to his Note of October 3. 1790 & the sum of £3.13.8
& the Interest according to his Note of April 13. last & the Plffs Dam
age Twelve pounds & The Plff appears & the Defdt being out of
the State it is considered by the Court that they have Day here in Court
untill the third Tuesday of January next

Morgan &c
vs
Thompson
No 137

Simeon Mason of Sturbridge in the County of Worcester Yeoman
Plff v. Daniel Streeter of Brimfield in the County of Hampshire
Yeoman Defdt in a Plea of the Case for his not paying the Plff the
sum of 12/9 according to his Note dated Feb 16. 1789 & the
Plffs Damage twelve pounds The Plff appears & the Defdt having
deceased during this Term, it is considered by the Court that
the Case be continued to the third Tuesday of January next that the
Administrator may have Opportunity to come in & defend &c

Mason
vs
Streeter
No 138

Moses Mitchell of Southwick in the County of Hampshire Yeoman Plff
v. Bildad Fowler of the same Southwick Gentn Defdt in a Plea of
Trespass on the Case for that said Bildad at said Southwick on
September 28th 1791, these false forged & opprobrious words of said
Moses in the Presence & hearing of several Persons falsely & maliciously
spoke utter & published & with a loud Voice pronounced & cried
Deacon Mitchell meaning the Plff is a damned old Theft & I
can prove it, by Reason whereof said Moses is greatly injured in
his good Name, to his Damage One hundred pounds
The Parties appear & agree to a Continuance of this Case to the next
Term & it is considered by the Court that they have Day here in
Court untill the third Tuesday of January next

Mitchell
vs
Fowler
No 139

Silas Phelps of Westfield in the County of Hampshire Esqr Plff in a Plea of the
Case in the same County Gentn Defdt in a Plea of the Case for his not paying the
Plff £12.14.0 & 2 Mo and the Interest according to his Note of May 13. 1789. &
also the sum of £6.6.0 & the Interest according to his Note of May 13. 1789 &
also the sum of £4.6.0 on demand to the Plffs Damage thirty pounds
& the Plff appears & the Defdt the three times called to come into Court
make default of appearance here Whereupon it is considered by the Court that
said Phelps do recover against said Fowler Twenty six pounds nineteen shil
lings & Two pence & Mo Damages & Costs taxed at £ 1.17.3 & Execution

Phelps &c
vs
Fowler
No 140

Fowler
vs
Wood &
No. 141

Silas Fowler of Southwick in the County of Hampshire Gent. Pltff vs. Alexander Wood of Windsor in the County of Hartford & State of Connecticut Gent. Deft in a Plea of the Case for his not paying the Pltff Fifty pounds & also for so much money had & received to the Pltffs use to the Pltffs Damage fifty pounds — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next —

Tyler & al
vs
Cannon
No. 142

Walter Tyler of Blanford in the County of Hampshire Carpenter & Appell. vs. William Thompson Cannon of the Same Blanford Yeoman Appellee from the Judgment of Nathan Ashmun Esq. Just. Pac. in which Case the said Cannon was Pltff & said Tyler Deft in a Plea of the Case for the said Tyler not paying said Cannon Three pounds & Nine & Six pence according to his Note dated May 23d last to his Damage Four pounds The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next —

Lloyd & al
vs
Shepard
No. 143

Robert Lloyd Yeoman Daniel Dives Yeoman Thomas More Yeoman John Dives Yeoman John Bancroft Yeoman & Samuel More Yeoman & Joel Hayden Yeoman & Asa Hayden Yeoman all of Blanford in the County of Hampshire Pltff vs. Ezra Shepard of Blanford aforesaid Yeoman in a Plea that said Ezra and to the Pltff Forty pounds & No. according to his Bond executed March 16. 1791 which he neglects to pay to the Pltffs Damage fifty pounds —
The Pltff appears & the Deft also comes & prays Oyer of the Bond &c & it is read unto him & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next —

Winchel
vs
Pillotson
No. 144

Nathaniel Winchel of Granville in the County of Hampshire Yeoman Pltff vs. Abel Pillotson of the same Granville Yeoman Deft in a Plea of the Case for his not paying the Pltff Eighty & Two & No. according to his Note dated November 1. 1791 — to the Pltffs Damage Twenty pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of his appearance here Whereon it is considered by the Court that said Nathaniel do recover against the said Abel Pillotson twelve shilling & two pence Money Damages & Costs of suit taxed at £ 1. 13. 0 & thereof &c —
Execution Sept. 29. 1792 —

Miller
vs
Colton
No. 145

Joseph Miller of Ludlow in the County of Hampshire Gent. Pltff in Error vs Colton of the same Ludlow Gent. Deft in a Plea of Trespass for that said Nathan at Ludlow on December 1st last the Close of said Joseph bounded North on the East Lot of the North Division of the outer Commons West on the inner Commons South on the first Lot of the middle Division of said outward Common & East on one other Close improved by said Joseph with fence & bounds did break & enter & on divers Days & days between said first day of December & the first of April Forty nine Trees of them said Joseph to the Value of Thirty pounds did cut down & take & carry away & also thirty Sled Loads of fire wood did take & carry away & to his own use convert to the Damage of said Joseph fifty pounds — The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next —

Chapin
vs
Leonard
No. 146

Judah Chapin of Hampden in the County of Hampshire Yeoman Pltff vs David Leonard Yeoman & Seth Leonard Yeoman both of Wilbraham aforesaid Deft in a Plea of the Case for that said Pltff in his Writ alleges that said Defts on the Nineteenth day of June last to the Pltffs Damage Eighty pounds — The Pltff appears & the Defts the three Times called to come into Court make default of their appearance here — Whereon it is considered by the Court that said Judah do recover against said David & Seth Twenty pounds Damages & Costs of suit taxed at £ 1. 9. 0 & thereof &c —
Execution Sept. 29. 1792 —

Joseph Lothrop of West Springfield in the County of Hampshire husbandman & Elizabeth his wife Plfs. vs. Joel Bliss of West Springfield aforesaid Gentleman & Abraham Graham in the same County Yeoman Defts. in a Plea of Trespass on the Plfs. having the Plfs. £24 & 13 & 2 & 1 Mo. & the Defts. Jointly & severally according to the Nature & Date January 26. 1782 to the Plfs. Damage twenty pounds. The Plfs. appeared & the Defts. Joel & Abraham Graham were called to come into Court & make Default & disappearance here Wherefore it is considered by the Court that said Joseph & Elizabeth do recover against said Joel & Abraham Graham Twenty shillings & their Costs of Court taxed at £1 18 7 & Execution Sept. 19. 1792.

Lothrop et al vs Bliss No. 147

Thomas Barker of West Springfield in the County of Hampshire Yeoman Plfs. vs. Abraham Burbanks of the same West Springfield Esq. Defts. in a Plea wherein he demands against said Abraham two pieces of land in said West Springfield being parts of Lots No. 13 in the Outward Common, laid out to James Barker, one whereof containing about 7 Acres lies on the West Side of the Street called Feeding Hills bounded West on the said Street so called & North East & South on land possessed by said Abraham, & the other piece containing about 7 Acres lies on the East Side of said Feeding Hills Street bounded West on said Street South & North on Land of said Abraham & East on Land of Daniel Leonard's Heirs & whereon said Thomas saith that within 30 Years last past he was seized of the demanded Premises in his Demesne as of fee taking the profits to the Value of Twenty pounds & ought still to have possession but said Abraham hath entered thereon & disseized him & holds him out therefrom to his Damage twenty pounds &c. The Plfs. appears & the Defts. comes & moves for a Continuance that he may have opportunity to summon a Warrantor and it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Barker vs Burbanks No. 148

Abner Leonard of West Springfield in the County of Hampshire Farmer & Mary his Wife Plfs. vs. Abraham Burbanks of said West Springfield Esq. Defts. in a Plea of Entry upon Disseizin wherein they demand against said Abraham the said Mary's Share viz one seventeenth part in Common undivided in certain Tracts & Lots of Land in said West Springfield being part of a Lot Number 15. in the Outward Common laid out to Robert Cooper, one of which Tracts bounds West on the Back Street North East & South on other Lands of said Abraham the other lies on the East Side of Feeding Hills Street & bounds West on the same Street North & South on Lands of said Abraham & East on Lands improved by the Heirs of Daniel Leonard as the Right & Inheritance of said Mary into which said Abraham hath not Entry but by Daniel Leonard who unjustly & without Judgment entered thereon and disseized Timothy Cooper Father of said Mary who within Fifty Years last was seized thereof & from whom the Right to the same descended & came to said Mary in the aforementioned Proportion & who now demand the same & from which said Abraham unjustly holds her out to the Damage of said Plfs. ten pounds &c. The Plfs. appears & the Defts. comes & moves for a Continuance of this Case to the next Term that he may have opportunity to summon a Warrantor. And it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Leonard & Same vs Same No. 149

Dana Hyde of Guilford in the County of Windham & State of Vermont Husbandman Plfs. vs. Isaac Bernardston in the County of Hampshire for their not paying the Plfs. £3 & 1 Mo. for sundry Services & Medicines for one Dolly Hall a poor Person the lawful Charge of said Person to his Damage fifty pounds. The Parties appear & agree to a Continuance of this Case to the next Term & And it is considered by the Court that they have Day here in Court until the third Tuesday of January next.

Hyde vs Bernardston No. 150

Joseph Allen of Springfield in the County of Hampshire Gent. & Esther Brewer of Wilbraham in the same County Yeoman Defts. in a Plea of Trespass on the Case for that said Joseph at Springfield was possessed of one Brown Cow of the Price of Six pounds as of his own Goods & Chattels he carefully took out of his Possession & that said Cow on the Ninth day

Allen & Brewer No. 151

knowing said Cow to be the Property of Joseph, hath wrongfully restrained her & him in the Pound & detained her & him out of the Possession of the Plaintiff to the Damage of said Joseph Sevelow, Wherefore the Plaintiff appears by Simeon Strong Esq. his Atty & the Defendant by Caleb Strong Esq. his Atty comes & defends the Wrongs & says that he is not guilty in Manner & Form as the Plaintiff hath alledged & thereof puts himself upon the Country & the said Joseph likewise does the same & Whereupon the Jury at this Term returned & impannelled & sworn, doth upon their Oaths that they find he is not guilty & thereupon it is considered by the Court that said Charles do recover against said Joseph his Costs taxed at £1 10 0 & thereof &c Execution Sept. 18. 1792

Field & Wolsey Adm. No. 152

John Field of Amherst in the County of Hampshire Gent. & Phebe Benjamin Administrator & Thurston Wolsey living within the County of Suffolk & City of Boston Administrators on the Estate of Nathaniel Dickinson late of Deerfield in the County of Hampshire Gent. deceased Debt in a Plea of the Case for that said Nathaniel at Amherst on Jan. 2d 1789 was justly indebted to said John £19 0 3 L.M. to ballance Accounts then & there promised to pay him the same on Demand & said Nathaniel the often requested never paid the same nor hath said Administrators ever paid the but wrongfully detains to the Damage of said John the sum of Fifty pounds &c. The Parties appear & agree to a Continuance of this Case to the next Term with a Saving of all Advantages of Pleading at that Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Brown v. Wright No. 153

John Brown of Greenwich in the County of Berkshire & State of Vermont Yeoman Plff v. Zachens Wright of Westford in the County of Middlesex Esq. Debt in a Plea of the Case for that said Zachens at said Northampton on July 13. 1792 being indebted to the Plff £38 Lawful Money for the Use & Value received to the Use of said John then & there promised said John to pay him the same on Demand & said Zachens has never paid the same to the Damage of said John Sixty pounds &c. The Plff appears by Caleb Strong Esq. his Atty & the Deft by John Taylor Gent. his Atty comes & defends the Force & Injury when & is ready to verify & prays to read a new upon Trial of the Appeal & agreeing that our Royal & the Supreme Court shall be final on his part says he is not guilty in Manner & Form as the Plff on his Declaration in the Plea alledged against him & thereof he puts himself on the Country & the Plff agreeing to said Reservation says the Plea aforesaid is insufficient & that he is not bound by Law to answer thereto & for Want of a sufficient Plea prays Judgment &c. Whereupon all & singular the Premises being seen & by the Court understood, it appears to the Court that the Plea aforesaid of the said Zachens by him pleaded is an insufficient Answer to the Declaration of the said John & ought not to preclude him the said John from having & maintaining his said Action &c. Therefore it is considered by the Court that said John do recover against said Zachens Sixty pounds of lawful Money Damages & Costs of Suit taxed at £3 8 9 Whereupon the said Zachens by his said Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the said County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties according to Law the Plaintiff in error prosecuting his said Appeal to Effect

[illegible] No. 154

[illegible] Plff v. Timothy Lyman of Stadia in the County of Hampshire Gent. Deft in a Plea of the Case for his not having the Plff [illegible] & delivering £ [illegible] 16 3 according to the Tenor & Effect of a Note of Hand dated Mar. 13. 1790 & payable on Mar. 30 1790 & the Defendant Received the Consideration &c. The Plff appears & the Deft. [illegible] called to come into Court & [illegible] appearance [illegible] it is considered by the Court that the Plaintiff do recover against said Timothy the Sum of [illegible] hundred & [illegible] shillings & five pence L.M. Damages & Costs of Suit taxed at £ [illegible] 3 & thereof &c

Jonathan Denny of Boston in the County of Suffolk Merch^t Pltff Elisha Porter of Hadley in the County of Hampshire Esqr & Sheriff of the said County Deft in a Plea of the Case for his not paying the Pltff Five Dollars & the Interest being a Judgment of Court in Favor of Jonathan against Elisha Morgan in Epsom wherein having been committed to Eldon Morgan Deputy of Elisha, both who never made Return thereof &c, to the Damage of said Jonathan Ten pounds &c. The Pltff appears & the said Elisha tho called makes Default of appearance here Wherefore it is considered by the Court that said Jonathan do recover against said Elisha Eighteen pounds sixteen shillings & eight pence &c Dam^s & Costs of Suit taxed at £ 1 12 3 & thereof &c. Epsom Octr 21 1792

Denny Pl. vs Porter Def. No. 155

William Jenckes of Springfield in the County of Hampshire Esqr Surviv^r of said County Pltff vs Elisha Porter Esqr of Hadley in said County & Sheriff of said County Deft in a Plea that he render unto him in his said Capacity the Damages by him claimed as is at large set forth in the Declaration on File &c. The Pltff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the Pltff William do recover against the said Elisha Twelve pounds two shillings & eight pence &c Dam^s & Costs of suit taxed at £ 1 7 9 & thereof &c. Epsom Octr 21 1792

Jenckes Pl. vs Porter Def. No. 156

Samuel Hinckley of Northampton in the County of Hampshire Esqr Pltff vs Elijah Allen of the same Northampton Yeom^n Deft in a Plea of the Case for his not paying the Pltff 39/7 &c Dam^s & the Interest according to his Note of January 15th 1791 Also the Sum of £ 3 6 10¾ &c Dam^s & the Interest according to his Note Dated May 5 1791 & the Sum of £ 6 14 3 &c Dam^s & the Interest according to his Note of July 20 1791 & the Pltff Damage Ten pounds &c. The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Hinckley Pl. vs Allen Def. No. 157

Brian Pettibone of Granby in the County of Hartford & State of Connecticut Esqr Pltff vs Elisha Porter Esqr of Hadley in the County of Hampshire & Sheriff of said County Deft in a Plea of the Case for his not paying the Pltff Four Pounds 7/8 &c Dam^s of a Judgment of Court recovered by said Brian against Israel Loomis, the Execution thereon was committed to Joseph Fisher Deputy to said Elisha & who never returned the same, to the Pltffs Damage Ten pounds &c. The Pltff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Brian do recover against said Elisha & Costs of Suit taxed at £ 1 6 3 & thereof &c.

Pettibone Pl. vs Porter Def. No. 158.

James Holmes of Greenwich in the County of Hampshire Yeoman Pltff vs Samuel Mawnder of Prange in the same County Husbandman Deft in a Plea of the Case wherein said James complains that said Samuel at said Prange on March 1st 1792 had made his Note to said James for Sixteen thousand of good merchantable Pitch Shingles worth twelve shillings by the thousand which Note is as then & there wholly unpaid & whereas said Samuel was then & there possessed of Sixteen thousand of poor worthless Shingles covered upon Trees & so packed together as to resemble good merchantable Shingles he said Samuel knowing ye same Shingles to be worthless & good for nothing, in order to induce said James to accept the same in Satisfaction & Discharge of said Note did then & there falsely & fraudulently affirm to said James "that the same Shingles were good & merchantable Shingles that they were such Shingles as were promised & described in said Note" by means of which false & fraudulent affirmation said James was then & there induced to accept the same Shingles in full Discharge of the same Note & thereby has lost the whole Contents of said Note to his Damage £ 12 — The Parties appear & on the Motion of the Deft it is considered by the Court that they have Day

Holmes vs Mawnder No. 159

Mills Coorpt
vs
Lane
No. 160

Hereupon shewed James Mills that at a Court before Isaac Parker Esq. Just. Paci. August 25th last he recovered Judgment against Joel Player for £1.19.3 & Wm Damage & Costs of Suit, from which Judgment he appealed to this Court & recognized to prosecute the Suit has failed to do it — He therefore prays Affirmation of said Judgment with additional Damages & Costs — Whereupon it is considered by the Court that said James do recover against said Joel One hundred Pounds Sixteen Shillings & nine pence & Wm Damages & Costs of Suit taxed at £2-9-10 & thereof &c.

Execution Oct. 16th 1792

Bardwell Admr
Pet. & Order
No. 161

Hereupon shewed Ezekiel Bardwell Admr on the Estate of Joseph Bardwell late of Bedford in the County of Hampshire decd that the Debts due from said Estate & the Administrators amount exceed the personal Estate & Credits the sum of £132.1.2½ — That the Real Estate was appraised at £170 — That probably it will be required to sell some part of the Widows in the Real Estate subject to her Improvement thereof during her life in Order to raise said Sum — He therefore prays Licence to sell so much of the Real Estate of said Deceased in Manner aforesaid as shall produce said Sum of £132.1.2½ & Costs of Sale — Which said Petition being read with a Certificate of the Judge of Probate aforesaid Court concerning his Opinion thereon, it is considered by the Court that said Administrator be & he hereby is empowered to make Sale of so much of the Real Estate of said Deceased as shall produce the Sum of One hundred thirty two pounds 1/2½, subject however to the Widows Improvement of her Rights of Dower therein during her life, he herein observing the Directions of the Law relating to such Sales —

Smith Admr
Pet. & Order
No. 162

Hereupon shewed Experience Stack Admr on Estate of Samuel Smith late of Billerica in said County of Hampshire decd — That the Debts due from said Estate exceed the personal Estate after deducting the Widows Allowance & Admrs fees £5.5.4½ — That the Real Estate was appraised at Sixteen pounds ten shillings — He therefore prays Licence to sell so much of the Real Estate of said Deceased as shall produce £5.5.4½ & Costs of Sale &c — Which said Petition with the Judge of Probates Certificate concerning the same being read it is considered by the Court that said Admr be empowered to sell so much of the Real Estate of said Deceased as shall produce the Sum of Seven pounds to enable her to pay the Debts due from said Estate — He herein observing the Directions of the Law relating to such Sales —

Thurman
vs
Bacon
No. 163

George Thurman of Charlemont in the County of Hampshire complains that he was summoned at the Suit of Abel Bacon of Plainfield in said County Yeoman to appear &c as Agent & Trustee of Ebenezer Bacon late of said Charlemont an absconding Debtor to said Abel, that said Abel hath failed to enter his said Action & to prosecute the same — He therefore prays he may be allowed his Costs — Whereupon it is considered by the Court that said George do recover against said Abel his Costs taxed at £1.11.10 & thereof &c.

Hodge
vs
Evens
No. 164

George Hodge of Hadley in the County of Hampshire Taylor Plff. William Evens of Belchertown in the same County Defdt in a Plea wherein the said George demands against said William One hundred Acres of Land in said Belchertown One hundred rods in width & 160 rods in length bounded North on David Lyons Land West on a Proprietors High Way South on Robert Millers Land East on a Town High Way which said George claims as his right & title and into which said William hath not Entry but by Disseizin by him unlawfully & without Judgment committed &c — to the Plffs Damage Three hundred pounds — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that the case Day be in Court until the third Tuesday of January next —

[illegible]

[illegible]

the said Giles Thom pounds — The Parties appear & agree to a Continuance of this Case to the next Term & Land is accordingly by the Court that they have Day here in Court untill the third Tuesday of January next

Thompson Comp.
vs
Thompson
No. 166

Hunkey shows John Thompson of Ware in the County of Hampshire that at a Justices Court before Caleb Strong Esq. on July 30 last he recovered Judgment against John Thompson of Palmer in s. County for 10/ Damages & Costs taxed at 27/ from which Judgment s. Thompson of Palmer appealed to this Court & recognized to prosecute the same but has failed to do it The Plaintiff prays Affirmation of said Judgment with additional Damages & Costs — Whereupon it is considered by the Court that Thompson of Ware do recover against s. Thompson of Palmer Eleven shillings L.M. Damages & Costs of Suit taxed at £ 2..9..5 & thereof &c Execn. if Sept. 1st. 1792

Wing Comp.
vs
Conway
No. 167

Benjn. Wing of Conway in the County of Hampshire showeth that on July 16. last he recovered Judgment before Israel Stoddard Esq. Justice Pacis against Benjamin Thurston of Hawley Conway for £ 3..2..1 L.M. Damages & Costs taxed at 17/5 from which Judgment s. Benjamin appealed to this Court but has failed to prosecute the same — The Plaintiff prays Affirmation of s. Judgment with additional Damages & Costs Whereupon it is considered by the Court that s. Wing do recover against the said Benjamin Three pounds 2/8 Lawful Money Damages & Costs of Suit taxed at £ 2..0..6 & thereof &c Execn. if Sept. 25. 1792

Wolworth Admr.
vs
Wolworth
No. 168

Phineas Wolworth Admr. on Estate of Sylvanus Wolworth late of Granville in the County of Hampshire dec.d — and Levi Wolworth of said Granville Joiner Parties in a Rule of Reference according to the Statute entered into & and acknowledged — The Parties appear & the Referees by them chosen now send into Court their Award "That there is "due & owing from said Levi to the Estate of said Sylvanus at the time "of his Death £5..0..4½ L.M. to balance" — Whereupon it is considered by the Court that s. Phineas do in his said Capacity recover against the said Levi Five pounds six shillings 4½ L.M. Damages & Costs of Suit taxed at £ 0..18..4 & thereof &c Execn. if Sept. 29. 1792

Tillotson Comp.
vs
Wolworth
No. 169

Abel Tillotson of Granville in the County of Hampshire complains that at a Court before Isaac Cook Esq. Just. Pacis on May 14 last he recovered Judgment against Seth Wolworth of s. Granville for 10/ Damage & Costs taxed at 35/2 from which Judgment s. Seth appealed to this Court & recognized to prosecute the same but has failed to do it — The Plaintiff prays Affirmation &c — Whereupon it is considered by the Court that s. Abel do recover against said Seth Ten shillings & two pence L.M. Damages & Costs of Suit taxed at £ 4..12..11 & thereof &c Execn. if Sept. 19. 1792

Graves
vs
Hough
No. 170

Ezekiel Graves of Walpole in the County of Cheshire & State of New Hampshire & Elijah Hough of Southwick in the County of Hampshire Parties in a Rule of Reference according to the Statute &c The Parties appear and the Referees by them chosen now send into Court their Award Viz "That the Note mentioned in the Submission is fully satisfied & that "said Ezekiel do recover Nothing thereon of said Elijah & that said Elijah "recover against s. said Ezekiel 19/6 Costs of Reference Costs of Court "to be taxed by the Court" which said Award is accepted & it is considered by the Court that s. Elijah do recover against s. Ezekiel his Costs taxed at £ 2..2..0 & thereof &c Execn. if Nov. 22. 1792

Hays
vs
Sheldon
No. 171

Philip Hays of Southwick in the County of Hampshire Yeoman Plaintiff Selah Sheldon of Windsor in the County of Hartford & State of Connecticut Yeoman Defdt. in a Plea of Debt that he render him the Sum of £ 12..8..3. L.M. which to him he owes & from him detains, as is at large set forth in the Declaration on File &c to the Plaintiffs Damage Fifteen pounds — The Parties appear and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next.

Ephraim Dutton & others Petition in Chancery to execute Deeds & Order

Apr. 1790

The Petition of Ephr. Dutton & Isaac Dutton & Silas Dutton Executors of the last Will & Test. of Isaac Dutton late of Westfield in the Town & County of Hampshire Gent. deceased humbly shewes That said Isaac in his Life Time Viz. on July 3 1771 made his Bond sealed with his Seal to one Ephraim Rawland his Heirs & executors & to make a good & sufficient Deed of Conveyance of Lot No. 5 in Dalton Town called No. 2 in the County of Berkshire & which Condition of said Bond have been fulfilled since the Decease of said Testator by Stephen Rudy of Dalton aforesaid to whom the Bond was assigned by the said Ephr. Rawland

Also that the said Testator on July 15 1780 made his other Bond duly signed & executed to one David Davis of Guilford in the County of Windham & State of Vermont conditioned to make a good & sufficient Quit Claim Deed of Lot No. 80 in the first Division in Guilford aforesaid containing one hundred Acres, which Bond the Conditions thereof were fulfilled in the Life of the Testator on the part of said Davis, but no Deed of Conveyance of said Lot was ever made to said Davis by said Testator in his Life Time — They therefore pray they may be allowed to make such Deeds of Conveyance of the said Lots of Land to said Rudy & Davis as may be consistent with Law & agreeable to the Tenor of said Bonds — Whereupon it is considered by the Court that the Executors aforesaid be impowered to make such Deeds agreeable to the prayer of their Petition

Warner vs May

Apr. 1793

Jesse Warner of Conway in the County of Hampshire Husbandman Pltff. vs Theodore May of the Same Conway Husbandman Deft. in a Plea as is set forth in the Declaration on File &c. The Pltff being called is nonsuit & the Deft. defaulted & the Action is dismissed

B. Fowler vs N. Fowler

Apr. 1794

Bildad Fowler & Noble Fowler both of Southwick in the County of Hampshire Parties in a Rule of Reference entered into at the March last agreeable to the Statute — The Parties appear & the Referees by them chosen now find into Court their Award founded upon all Demands between the said Parties excepting a certain Judgment of Bildad Fowl against Noble. We do award to said Bildad £5. 5. 3 Damages & £4 4/ 3 Costs Whereupon it is considered by the Court that said Bildad do recover against said Noble Five pounds five shillings & three pence £ Damages & Costs of Court & Reference taxed at £2 [illegible] & thereupon

Wright & Pratt Pl. Parsons Admr. may be impowered to execute a Deed by Order

Apr. 1795

Timothy Brewer John Ward of Springfield in the County of Hampshire Yeoman That Aaron Parsons Junr. of Springfield aforesaid Yeoman sealed by his Writing obligatory under his Seal dated Nov. 14 1789 bound himself to said John in the Sum of fifty pounds £ &c. void upon Condition that said Aaron his Heirs Executors & Administrators should well & truly make & execute to said John a good & sufficient Warranty Deed of a Tract of Land lying in Springfield aforesaid at Worlds End so called containing about 80 Acres particularly described & bounded in the Condition of said Bond upon said John paying unto Aaron his Heirs Executors or Administrators Twenty two pounds ten shillings in two Years & the Interest annually — And the said John hath performed & now stands ready to perform the Condition [illegible] — And that before the Time limited for the payment of said Sum the said Aaron Parsons Junr. died — Said John therefore says that Lewis Parsons of said Springfield [illegible] on the Estate of said Aaron may be licensed to make & execute to [illegible] such Conveyance as said Aaron would be obliged by his said Bond to make & execute in Case he were living &c. — Whereupon it is considered by the [illegible] that the said Lewis be impowered to make & execute the Deed aforesaid according to the prayer of the Petition

Humbly shewes Moses Newton of Deerfield in the County of Hampshire Yeoman that in an Action upon a Bond wherein Nathan Gold of Deerfield aforesaid Yeoman was Principal Cash to answer to Nathan Gold of Deerfield aforesaid Yeoman in a Plea of Trespass Confession & Judgment Scire facias & demand & denied in Hope Demand with Costs Then in Court in Presence of the Justice aforesaid Judgment Cash that he should cause the same Action & the Bond & Judgment Nathan Gold to be entered & prosecuted in said Action & Decision & therefore prays Judgment for his Costs Whereupon it is considered by the Court that said Moses do recover against the said Nathan his Costs taped at £ One Pound eleven & 4d. Recorded Sept. 14. 1792

Newton v. Gold No. 179

Noble Fowler & Abner Fowler both of Southwick in the County of Hampshire Yeomen Parties in an Action of Trespass & Ejectment & Abromission of all Demands by them entered into & acknowledged according to the Statute & the said Parties appear & the Papers received into Court their award viz. "Favour of Noble Fowler the Sum of twenty four pounds fifteen Shillings & a penny" Whereupon it is considered by the Court that said Noble do recover against said Abner Twenty four pounds fifteen Shillings & one penny & all Damages & Costs of Suit taped at £ One Pound 10 & Costs &c. Recorded Sept. 19. 1792

N. Fowler v. A. Fowler No. 177

Humbly shewes Cotton Graves that at a Court holden before Phineas Porter Esq. one of the Justices of the Peace for said County on August 24th last he recovered Judgment against Martin Cooley the Sum of £ 2 10 Damages & £ 1 3 7 Costs from which Judgment he appealed to this Court & recognized to prosecute the same but has failed & do the 1st said Cotton therefore prays Affirmation of former Judgment with additional Damages & Costs Whereupon it is considered by the Court that said Cotton do recover against said Martin Two pounds Thirteen Shillings & four pence & all Damages & Costs of Suit taped at £ 2 2 7 10 & Costs &c. Recorded Sept. 18. 1792

Graves v. Cooley No. 178

Benjamin Prescott of Northampton in the County of Hampshire Yeoman that at a Court holden before William Lyman Esq. on June 26th last he recovered Judgment against Samuel Seldon of Hadley in said County Yeoman for £ 3 17 6 Damages & Costs taped at 9/6 from which Judgment said Samuel appealed to this Court but has failed to prosecute the same & said Benjamin therefore prays Affirmation of said Judgment with additional Costs Whereupon it is considered by the Court that said Benjamin do recover against said Samuel Three pounds fifteen shillings & seven pence & all Damages & Costs of Suit taped at £ 2 11 3 & Costs &c. Recorded Sept. 17. 1792

Prescott v. Seldon No. 179

Humbly shewes Stephen Belding Administrator on the Estate of Aaron Whitney Esq. late of Northfield in the County of Hampshire deceased that the Debts due from said Estate & the Cost of setting the same exceed the personal Estate & Credits of said Deceased £ 37 11 4 6 that there is a small Tract of Land inventoried in his Estate at £ 13 6 8 lying in said Town of Northfield, He therefore prays Liberty to sell the same pursuant to Law &c. Which said Petition being read with a Certificate of the Judge of Probate of Wills &c. for said County touching the same it is thereupon considered by the Court that said Admr. be & he hereby is impowered to sell the Tract of Land described in his Petition for the payment of the Debts so far as the same shall do it, he having observing the Directions of the Law relating to such Sales

Whitney Admr. Petn. & Order No. 180

Foster
v.
Foster
p. 181

Bildad Foster & Elias Foster of Southwick in the County of Hampshire Yeomen a Rule of Reference entered into & acknowledged according to the Statute in such Case provided — The said Parties appear & the Referees by them chosen now send into Court their Award that said Bildad recover against the said Elias £4-6-0 Damages & Costs of Reference £5-3-7 & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that said Bildad do recover against the said Elias Four pounds Six Shillings & five pence & Ye Damages & Costs of Reference & Court taxed at £ & thereof &c —

Warner
v.
May
p. 182

Seth Warner of Conway in the County of Hampshire Yeoman & Theodore May of the same Conway Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute in such Case provided — The Parties appear & the Referees by them chosen now send into Court their Award that said Seth recover against said Theodore £29-13-6 Damages & Costs of Reference being at the Rate & Costs of Court to be taxed by the Court — Which said Award is accepted & it is considered by the Court that said Seth do recover against said Theodore twenty nine pounds thirteen shillings & Six pence Damages & Costs of Reference & Costs taxed at £ & thereof &c —

Clark
v.
Brown &c
p. 183

Simeon Clark of Northampton in the County of Hampshire Gent. Pltff v. Silas Brown Junr. Gent. Eli Brown Yeoman Silas Brown Gent. all of Easthampton in the same County & Noah Strong of Westhampton in said County Gent. all Yeomen & David Lyman Gent. & Job Clark Yeoman both of ye District of Easthampton Defts in a Plea of Trespass on the Case for that the said Defts on Dec. 18. 1790 at Northampton aforesaid by their Note for Value received promised said Simeon to pay him Eighty six pounds twelve Shillings & No on Demand with the Interest which said Defts tho requested have never paid the same but neglected & to the Damage of ye Simeon One hundred pounds — This Pltff appears & the Defts tho thrice called to come into Court make Default of appearance here — Whereupon it is considered by the Court that said Simeon do recover against the said Defts & Ye Damages & Costs of Court taxed at £ & thereof &c —

Smith
v.
Sheldon
p. 184

Hezekiah Smith of Hadley in the County of Hampshire Yeoman — That at a Court before Hezekiah Porter Esq. on July 5. 1792 he recovered Judgment against Samuel Sheldon of Hadley Gentn. for £ 6 Damages & Costs of Suit taxed at £ 9 from which Judgment said Samuel appealed to this Court but has failed to prosecute the same to Effect wherefore prays execution of ye Judgment with additional Damages & Costs — Whereupon it is considered by the Court that said Hezekiah do recover of said Samuel Seven Shillings & Seven pence Ye Damages & Costs of Suit taxed at £ & thereof &c — Exon. issued Sept. 17. 1792

Hopkins
v.
Sheldon
p. 185

Jonathan Hopkins of Hadley in the County of Hampshire Cordwainer — That at a Court before Hezekiah Porter Esq. on July 5. 1792 he recovered Judgment against Samuel Sheldon of Hadley Gentn. for £ 18 Damages & Costs of Suit taxed at £ 9 from which Judgment said Samuel appealed to this Court but has failed to prosecute the same to Effect wherefore prays execution of ye Judgment with additional Damages & Costs — This is considered by the Court that said Jonathan do recover against said Samuel Eighteen pounds & Ye Damages & Costs of Suit taxed at £ & thereof &c — Exon. issued Sept. 17. 1792

The foregoing Judgments & Executions being made & entered in manner & form aforesaid & then the Court adjourned without Day

Attest Rob. Breck Clerk

Hampshire ss Commonwealth of Massachusetts —

January Term 1793 —

At the Court of Common Pleas holden at Springfield in and for the County of Hampshire on the third Tuesday of January being the fifteenth day of the month to the 25th day of the same month Anno Domini 1793 —

Justices of said Court present

Eleazer Porter Esqr
John Bliss Esqr
Samuel Mather Esqr
Samuel Lyman Esqr

Jury of Trials —

Israel Ashley Foreman ..... Spr.
dismissed after 1st Case
David White Foreman after 1st Case Lyma
Moses Robins .....
Edward Chapin Junr ..... Spr
dismissed 5th day at Night
William Pascoe ..... West.
John Grig Wilson ..... Blan
dismissed 5th day at Night
Josiah Whitehouse ..... S. Frad
Jampson French ..... Swick
Jona. Burr ..... Lud
Stephen Cadwell ..... Wil
Isaac Nichols ..... Bor
Nath. Rogers ..... Gran
dismissed 5 day at Night
Comfort Smith ..... W Spr
Solomon Smith } absent excused ..... Pal
Stephen Fenn } ..... mont

2 day In Case Ashley Pltf vs Pitts Same Distinction de Tal. was —
3 do. Hayes vs Fowler
5 do ..... Hyde vs Bernardston
6 do ..... Shaw vs Leonard Josiah Cooley, David Ashley, Dan. Lombard Junr } de Tal. were on in Room of Ed. Chapin, Jno. Wilson & Ira Wheeler dismissed
7 do ..... Cook vs Woodworth Josiah Cooley, Jacob Pates, Dan. Robinson } de Tals were in in Room of same Men
8 do ... Bullard vs Mason The same Talismen
Herington vs Smith the same Talismen
9 do ... Moore vs Pellston Josiah Cooley, Jacob Pates, Dan. Lombard Junr } de Tal. were on —
Mathews vs Bailey ... Same Talismen
10 do ... [illegible] Josiah Cooley, [illegible] } de Tal. were on

Freedom [illegible] William Wilson Pltf vs Pleaded to the Writ in Case [illegible] the
Term [illegible] — The Pltf now appears and it is considered by
Co. Ro. 1790 to grant the Pltf leave to enter his new Count from the third Tuesday [illegible]

Fowler [illegible]
Term [illegible]
Com 141 1791 ted and the Action is dismissed —

Henry Knox Esq. Attorney for the Estate of Thomas Tukey Esq. deceased Plff. vs. Giles Crouch Kellogg Deft. in a Plea as is of Record heretofore. The Parties appear & agree to refer the Case to the Determination of John Hastings Esq. Capt. Hezekiah Ely & George Bliss Jun. the award of Them or any two of them to be final & be returned into this Court, Judgment to be made upon a Execution issued according to the said Agreement of the said Parties made a Rule of this Court in this Case, and it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of May next.

Knox vs. Kellogg Sept. 13. 1791

Thomas Warner Plff. vs. James Hunt Deft. in a Plea &c. as is of Record heretofore. The Parties appear & agree that the Costs be taxed for the Term & the Case be continued to the next Term, and it is considered by the Court that they have Day here in Court until the third Tuesday of May next.

Warner vs. Hunt Sept. 13. 1791

Moses Adams Plff. vs. James Moor Deft. in a Plea &c. as is of Record heretofore. The Parties appear & the Jurors by them chosen now sworn into Court then Award viz. That the said Moses Adams Plff. hath not supported his Declaration &c. & that the said James Moor the Deft. recover of the said Moses one pound seven shillings & twopence Lawful Money Costs of Suit. Costs of Court to be taxed by the Court which said Award is accepted. And it is considered by the Court that said James do recover of said Moses Costs of Court & Suit being six pounds nine shillings & fourpence & Execution &c.

Recov. ff. January 30. 1793

Adams vs. Moore Sept. 12. 1791

Joseph Mayo vs. Nathan Parsons Junr. Deft. in a Plea &c. as is of Record heretofore. The Parties appear and agree to a Continuance of this Case to the next Term under the former Rule of Reference by them entered into, and it is considered by the Court that they have Day here in Court according by until the third Tuesday of May next.

Mayo vs. Parsons Sept. 16th 1791

Josiah Pomroy Plff. vs. Clark Chandler Deft. in a Plea &c. as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term under the Rule of Reference heretofore entered into, and it is considered by the Court that they have Day here in Court until the third Tuesday of May next.

Pomroy vs. Chandler Jan. 15. 1792

Philip Hayes Plff. vs. Abner Fowler Deft. in a Plea &c. as is of Record heretofore. The Plff. appears by John Phelps Esq. his Attorney & the Deft. by Joseph Lyman Esq. his Attorney comes & defends the Force & Injury when &c. and for Plea says he never promised in Manner & Form as the Plff. in his Declaration against him has alleged & thereof puts himself on the Country. And the Plff. likewise.

Whereupon a Jury at this Time returned impannelled & sworn as the Law requires, to try this Issue declare upon their Oath that they find the Deft. did not promise in Manner & Form as is set forth in the Declaration. And thereupon it is considered by the Court that said Abner do recover against the said Philip his Costs taxed at Three pounds sixteen shillings & thereof &c.

Recov. ff. Feb. 1. 1793

Hayes vs. Fowler Jan. 23. 1792

Phineas Hammond Plff. vs. Aaron Stevens 2d Deft. in a Plea &c. as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of May next.

Hammond vs. Stevens 2d Jan. 28. 17[illegible]

Hodden
vs
Cowls
Jan 4th 1792

Sarah Hodden Pltff vs David Cowls Deft in a Plea &c as is of Record here before – The Parties appear & agree to a Continuance of this Case to the next Term – And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Atwater
vs
Lyman Executor
Jan 4th 1792

John Atwater Pltff vs Oliver Lyman Executor Deft in a Plea &c as is of Record heretofore – The Parties appear & agree to refer this Case with all Demands & Matters of Controversy subsisting between them to the Judgment & Determination of Percy Clap Titus Doolittle & John Spencer Douglass the Award of them or any two of them to be final to be returned into this Court & Judgment to be made up & Execution issued accordingly – Which said Agreement is made the Rule of this Court in this Case – And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Day
vs
Buffington
Jan 4th 1792

Luke Day Pltff vs Samuel Buffington Deft in a Plea &c as is of Record heretofore – The Parties appear & the Referees by them chosen now send into Court their Award vizt That the said Luke has not supported his Demand against said Samuel & that said Samuel do recover of the said Luke Twelve pounds two shillings & four pence the Costs of Reference & the Costs of Court taxed by the Court – Which Award is accepted – And it is considered by the Court that Sd Samuel do recover against said Luke the Costs of Court & Reference & thereof &c

Ashley Appelt
vs
Pitts Appelle
Jan 7th 1792

William Ashley Appellt vs Philip Pitts Appellee in a Plea &c as is of Record heretofore – The Parties appear & are all Sworn on their former Plea &c – Whereupon a Jury at this Term returned impannelled & sworn as the Statute requires, declare upon their Oaths that they find the Appellant is guilty as is set forth in the Declaration & assess Damages for the Appellee at Three pounds ten shillings & Six pence – And thereupon it is considered by the Court that the said Philip do recover against the said William Three pounds ten shillings & Six pence lawful Money Damages & Costs of Suit taxed at £2 Gr 6 10 & thereof &c

Chandler
vs
Pomeroy
Jan 4th & 9 1792

Clark Chandler Pltff vs Josiah Pomeroy Deft in a Plea &c as is of Record heretofore – The Parties appear & agree to a Continuance of this Case under the former Rule – And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Eaton
vs
Warner
Jan 103 1792

Simeon Eaton Pltff vs Nathan Warner Deft in a Plea &c as is of Record heretofore – The Parties appear & agree to a Continuance of this Case to the next Term – And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Beach
vs
Munger
Jan 112 1792

Joachim Beach Pltff vs Reuben Munger Deft in a Plea &c as is of Record heretofore – The Parties appear & the Referees now send into Court their Award as on File which on the Motion of the Pltff is ordered to be recommitted to the same Referees for a further hearing & Judgment – And it is considered by the Court that said Parties have Day here in Court until the third Tuesday of May next

Ellard
vs
Hanson
Jan 11th 1792

Walter Ellard Pltff vs Elisha Hanson Deft in a Plea &c as is of Record heretofore – The Pltff being now three times called to come into Court is nonsuited the Defendt defaulted and the Action is dismissed –

John Dana Pltff vs Oliver Lathrop Deft in a Plea as is of Record heretofore — The Pltff being three times called to come into Court is Nonsuit. The Deft appears and moves for Judgment for his Costs — And it is considered by the Court that said Oliver do recover against said Plaintiff his Costs taxed at three pounds eighteen shillings & nine pence — Taxed &c — Recorded Feb 14 1793

Dana vs Lathrop Jan 14 1792

Seth Sadler Pltff vs Benjamin Hayworth Lal Deft in a Plea as is of Record heretofore — The Pltff being three times called to come into Court is Nonsuit. The Deft defaulted & the action is dismissed

Sadler vs Hayworth Jan 23 1792

Lewis Kendall Pltff vs Joseph M'Clenlock Deft in a Plea as is of Record heretofore — The Parties appear and agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Kendall vs M'Clenlock Jan 12 1792

Martha Salisbury Pltff vs Isaiah Morgan Lal Deft in an Plea of the Case as is of Record heretofore — The Parties appear & agree that the Rule of Reference heretofore entered into be discharged, & that this Case be referred to Noah Goodman Esq Austin Ely Esq & Col Peleliah Bliss the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued accordingly — Which said Agreement is made a Rule of this Court & it is considered that the said Parties have Day here in Court until the third Tuesday of May next

Salisbury vs Morgan &c Jan 14 1792

Nathaniel Bates Pltff vs Abel Tillotson Deft in a Plea &c as is of Record heretofore — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that this Case be continued for Judgment until the third Tuesday of May next

Bates vs Tillotson Jan 14 1793

Elijah Trask & Daniel Trask Exrs of the last Will & Testament of Eunice Trask deceased Pltff vs Phineas Wolworth Deft in a Plea &c as is of Record heretofore — The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Trask Exrs &c vs Wolworth Jan 13 1792

Moses Cook Pltff vs Samuel Abby & Legrand Deft in a Plea &c as is of Record heretofore — The Pltff being three times called is Nonsuit the Defts defaulted & the Action is dismissed

Cook vs Abby &c May 1 1792

Calvin Morrill Pltff vs Samuel Abby & Leg Deft in a Plea &c as is of Record heretofore — The Pltff being three times called is Nonsuit the Defts defaulted & the Action is dismissed

Morrill vs Same May 2

Ebenezer Bolwood Pltff vs Samuel Abby & Legrand Deft in a Plea &c as is of Record heretofore The Pltff being three Times called is Nonsuit the Defts defaulted & the Action is dismissed

Bolwood vs Same May 4 9

Martin Shellogg Pltff vs Samuel Abby & Leg Deft in a Plea &c as is of Record heretofore — The Pltff being three Times called is Nonsuit the Defts defaulted & the Action is dismissed

Shellogg vs Same May 5 1792

Zebina Montague Pltff vs Samuel Abby & Legrand Deft in a Plea &c as is of Record heretofore The Pltff being three Times called is Nonsuit the Defts defaulted & the Action is dismissed

Montague vs Same May 6

Henry Kilbach Pltff vs Rebecca Conkey Admx on the Estate & Will of Eunice Conkey deceased Deft in a Plea &c as is of Record heretofore The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Henry do recover against said Rebecca in said capacity Forty nine pounds two shillings & three pence Damages & Costs — Exon issued Feb 8 1793

Kilbach vs Conkey Admx May 10 1792

Reverend Hull
May 11. 1792

Thyndert Peirson Esq. Plff vs Gideon Hull Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this case under the Rule heretofore entered into — And it is considered by the Court that they have day here in Court until the third Tuesday of May next

Leonard Jones
May 11 1792

Abner Leonard Plff vs Samuel Jones Deft in a Plea de as is of Record heretofore The Parties appear & on the Motion of the Deft it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Amory Chesher & al
May 19. 1792

Jonathan Amory Plff vs Seth Chesher & Agent Defts in a Plea de as is of Record heretofore The Plff being three Times called is Non suit the Defts defaulted & the Action is dismissed

Roots vs Woodworth
May 31. 1792

Roger Roots Plff vs Stephen Woodworth Deft in a Plea de as is of Record heretofore — The Plff appears by Joseph Lyman Esq his Attt & the Deft by Thomas Gold Gent. his Attt comes & defends the Force & Injury when &c & says he is not guilty in Manner & Form as Sd Roger in his Declaration against him hath alledged & thereof puts himself on the Country And the said Roger likewise — A Jury at this Time returned impannelled & sworn as the Law requires to try the Issue challenged upon their Oath that they find the Deft is guilty & assess Damages for the Plff Three pounds & ten shillings — Thereupon it is considered by the Court that Sd Roger do recover against Sd Stephen Three pounds ten shillings & his Damages & Costs of Suit taxed at £ 0 0 17. 6 & thereof &c Norwich Feb. 1. 1793

Asa More vs Abel Elliston
May 31. 1792

Asa More Plff vs Abel Elliston Deft in a Plea de as is of Record heretofore This day appears by Joseph Lyman Esq his Attt & the Deft by Geo. Phelps Gent. his Attt comes & defends the Force & Injury when &c & for Plea says he is not guilty in Manner & Form as the said Asa in his Declaration hath alledged & thereof puts himself on the Country — And the Plff likewise

A Jury at this Time returned impannelled & sworn to try the Issue challenged upon their Oath that they find the Deft is guilty and assess Damages for the Plff [illegible] — And Thereupon it is considered by the Court that the said Asa do recover against said Abel More, Damages & Costs of Suit taxed at £ [illegible] — Thereupon the Sd Abel appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surety for his prosecuting the Same

French vs Freeman
May 31. 1792

Ephraim French Plff vs Samuel Freeman Deft in a Plea de as is of Record heretofore — This day appears the Plff & the Deft being three Times called & come into Court makes default of appearance Wherefore it is considered by the Court that the said French do recover against the Sd Samuel Freeman Twenty five pounds Damages & Costs taxed at £ [illegible]

[illegible] vs [illegible]
May 22. 1792

Gideon Tracy Plff [illegible] Deft in a Plea de as is of Record [illegible] Messrs Mattoon & Lebbeus Cornwall [illegible] Doubt [illegible] of them to be legal to be returned into the Court [illegible] according to their [illegible] At this Court in Hadley and it is considered by the Court that the case by day here in Court until the third Tuesday of May next

Josiah Boyden Pltff vs Thomas Smith Deft in a Plea as is of Record heretofore — The Pltff appears at the Deft's Dwelling House three times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Josiah do recover against the said Thomas Seventy pounds sixteen shillings & six pence of lawful Money Damages & Costs of Suit taxed at £ 3 3 0 & thereof &c — — Boyden vs Smith May 13. 1792

Samuel Bothwood Pltff vs Thompson Maxwell Deft in a Plea &c as is of Record heretofore — The Pltff appears at the Deft's Dwelling House three times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Samuel do recover against the said Thompson seven pounds eighteen shillings & eleven pence lawful Money Damages & Costs of Suit taxed at £ 5 & thereof &c — — Bothwood vs Maxwell May 28. 1792

David Burk & al Admr on the Estate of Samuel Colton dec'd Pltff vs Joseph Thingsbury Deft in a Plea &c as is of Record heretofore — The Pltff being three times called in Court the Deft defaulted & the Action is dismissed — Burk & al Admr vs Thingsbury May 25 1792

David Burk & al Admr on Estate of Samuel Colton dec'd Pltff vs Joseph Mason & Legent Deft in a Plea &c as is of Record here to fore &c — The Pltff appear by Wm Eby Gentn their Atty & the Defts by George Pltff Gent his Attt comes & defends the Force & Injury when &c & for Plea saith he never promised said Intestate in Manner & Form as the Pltff in their Declaration have alleged & thereof puts himself on the Country. And the Pltff likewise — & a Jury at this Time returned impannelled & sworn to try the Issue as the Statute requires, declare upon their Oaths that they find the Deft promised in Manner & Form as is set forth in the Declaration & assess Damages at two shillings & ten pence Whereupon it is considered by the Court that the said Admr do recover against said Joseph two shillings & ten pence & Costs of Suit taxed at 8 7 & thereof &c — — Same vs Mason & Leg May 26. 1792

Consider Shaw Pltff vs Abner Leonard Deft in a Plea &c as is of Record here to fore — The Pltff appears by Wm Eby Gentn his Atty & the Deft by Wm Coleman his Attt comes & defends when &c & for Plea saith that he never promised the Pltff in Manner & Form as he hath alleged & thereof puts himself on the Country — And the Pltff do the same — & a Jury at this Time returned impannelled & sworn to try the Issue as the Statute directs, declare upon their Oaths that they find the Deft promised in Manner & Form as is set forth in the Declaration & assess Damages at Fourteen pounds seven shillings — And thereupon it is considered by the Court that said Consider do recover against the said Abner Fourteen pounds seven shillings lawful Money Damages & Costs of Suit taxed at £ 11 15 8 & thereof &c — — Shaw vs Leonard May 5th 1792

Execn issd Jan 30. 1793

John Stemplton Pltff vs Stemson Smith & al Defts in a Plea &c as is of Record here to fore — The Pltff appears by George Pltff Gentn his Attt & the Defts by Saml Hinckley Esqr their Attt come & defend the Force & Injury when &c & for Plea say that they never promised in Manner & Form as the said John the Pltff in his Declaration hath alleged & thereof put themselves on the Country — And the Pltff likewise — & a Jury at this Time returned impannelled & sworn to try the Issue as the Statute requires declare upon their Oaths that they find the Defts never promised &c — Whereupon it is considered by the Court that the said Stemson & others the Defts aforesaid do recover against the said John their Costs taxed at £ 9 10 0 — Whereupon the said John in his own person now here in Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next — he recognizes with Surties for his prosecuting the Same — Stemplton vs Smith & al May 29 1792

Jam. Fowler
vs
Dav. Fowler
May 24 1792

Jamed Fowler Pltff vs David Fowler Defdt in a Plea de as is of Record heretofore — The Parties appear & agree to refer this Case to the Judgment & Determination of Thomas Lockwell Thomas Lockwell Jerman Jerman Slover Alley & John Rockwell, their Award to be returned into this Court Judgment to be made up & Execution issue according to which Agreement of the said Parties is made a Rule of this Court & it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

T Phelps
vs
T Phelps
May 30 1792

Thankful Phelps Pltff vs Israel Phelps & Ezekiel Defdts in a Plea de as is of Record heretofore — The Pltff appears & the said Israel & the three Jurors called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Thankful do recover against said Israel Twenty pounds Lawful Damages & Costs of Suit taxed at £ 2 11 2 & 1 & thereof &c Execution ffr Feb 4 1793 —

N Goddard
vs
N Goddard
May 24 1792

Moses Goddard Pltff vs Nathan Goddard Defdt in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Stephens
vs
Cheney
May 26 1792

Martin Stevens Pltff vs Ebenr Cheney Defdt in a Plea de as is of Record heretofore — The Pltff being three Times called to come into Court is nonsuit the Defdt defaulted & the Action is dismissed

Stevens
vs
Low
May 28 1792

Martin Stevens Pltff vs Thomas Low Defdt in a Plea de as is of Record heretofore The Pltff being three Times called to come into Court is nonsuit, the Defdt defaulted & the Action is dismissed

Hampland
vs
Ball
May 23 1792

William Hampland Pltff vs Moses Ball Defdt in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term, — And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Stevens
vs
Hammond
May 24 1792

Martin Stevens Pltff vs Phineas Hammond Defdt in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Hale & al
vs
Chapman
May 25 1792

Jonathan Hale & al Pltff vs Nath.l Chapman Defdt in a Plea de as is of Record heretofore — The Arbitrators appear & agree to report this Case with all Demands to the Judgment & Determination of William Cushman Esq & Luke Allen Their Award to be returned into this Court Judgment to be made up & Execution issue accordingly — Which said Agreement of the sd Parties is made a Rule of this Court & it is considered that they have Day here in Court untill the third Tuesday of May next

[illegible]
vs
[illegible]
May [illegible] 1792

Eliphalet Dexter Plaint. Pltff vs Levi Pease Defdt in a Plea de as is of Record heretofore The Pltff being three Times called to come into Court is nonsuit the Defdt defaulted & the Action is dismissed

[illegible]
vs
[illegible]
May [illegible] 1792

[illegible] Clark Pltff vs Samuel [illegible] Defdt in a Plea de as is of Record heretofore The Pltff being three Times called to come into Court is nonsuit, the Defdt defaulted & the Action is dismissed

[illegible]
vs
[illegible]
May [illegible] 1792

Elias Cook Pltff vs Samuel [illegible] Defdt in a Plea de as is of Record heretofore The Pltff being three Times called to come into Court is nonsuit, the Defdt defaulted & the Action is dismissed

[illegible]
vs
[illegible]
May [illegible] 1792

[illegible] Pltff vs [illegible] Defdt in a Plea de as is of Record heretofore The Pltff being three Times called to come into Court is nonsuit, the Defdt defaulted & the Action is dismissed

Enoch Barrows Pltff vs Samuel Alden Deft in a Plea de as is of Record heretofore. The Pltff being three times called in Court the Deft defaulted & the Action is dismissed

Barrows vs Alden May Term 1792

Moses Smith Pltff vs Samuel Alden Deft in a Plea de as is of Record heretofore. The Pltff being three times called in Court the Deft defaulted & the Action is dismissed

Smith vs Alden same May Term 1792

Elisha Burke with Pltff vs Samuel Alden Deft in a Plea de as is of Record heretofore. The Pltff appears & moves that this Case may be continued without Costs to the next Term. And it is considered by the Court that the Parties have Day here in Court until the third Tuesday of May next

Burke vs Alden same May 1792

Moses Smith Pltff vs Samuel Alden Deft in a Plea de as is of Record heretofore. The Pltff being three times called to come into Court & Moves with the Deft defaulted & the Action is dismissed

Smith vs Same May 1792

Jesse Morgan Adm Pltff vs Titus Morgan Deft in a Plea de as is of Record heretofore. The Parties appear & agree to refer this Case to Noah Goodman Esq Justice Esq & Ezekiah Phillips the Leader of them or any two of them to be final to be returned into this Court Judgment to be made up & execution issued accordingly. Which said Agreement of the said Parties is made a Rule of this Court in this Case & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

J Morgan Adm vs T Morgan May Term 1792

The Inhabitants of Shelburne Complainants vs the Inhabitants of Greenfield as is of Record heretofore. The Complainants appear by Benjamin Nash their Agent. And the Inhabitants of the Town of Greenfield by Wm Coleman their Agent come & defend when de & for Plea say they are not chargeable & that the said poor persons are not Inhabitants of the Town of Greenfield in Manner & Form as the Inhabitants of the Town of Shelburne have within alledged against them & that they hath maintained on the Country. And the Inhabitants of the Town of Shelburne likewise. A Jury at this Term returned impannelled & sworn to try the Issue as the Statute requires & have upon their Oath that they find that the said Inhabitants of Greenfield are chargeable in Manner & Form as the Pltff in their Complaint have alledged & that the said poor persons were & still are Inhabitants of the Town of Greenfield as in S Complaint is set forth. And therefore it is considered by the Court that the said Inhabitants of Shelburne do recover against the S Inhabitants of Greenfield Nine ten pounds ten Shillings & eight pence lawful Money Damages & Costs of Court taxed at £ 16 9 3. Whereupon the said Inhabitants of Greenfield by their Agent asked & prayed Appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surety for their prosecuting their S Appeal with Effect

Shelburne vs Greenfield May Term 1792

Samuel Dickinson Pltff vs Joseph Hubbard Willard Deft in a Plea de as is of Record heretofore. The Parties appear & the Referees by them chosen reported into Court their Award, which on the Motion of the Pltff is by the Court ordered to be recommitted for a new hearing to the same Referees. And it is considered that the S Parties have Day here in Court until the third Tuesday of May next

Dickinson vs Willard May Term 1792

Bury & Stow Pltff vs Elisha Stow Deft in a Plea de as is of Record here to fore. The Parties appear & agree to refer the Case to the Determination of Wm Shepard Warham Parks & Thos Hyslier Esq the Leader of them or any two of them to be final to be returned to this Court Judgment to be made up & execution issued accordingly. And it is considered by the Court that they have Day here in Court until the third Tuesday of May next under the foregoing Rule

Stow vs Stow May Term 1792

Williams Appt vs Edwards
May 13th 1792

Henry Williams Appellant vs Simeon Edwards Appellee in a Plea &c as is of Record heretofore — Neither Party the called appear & the Case is dismissed

Thrift vs Thrift &c
Sept. 6 1792

Ebenezer Thrift Plff vs Calvin Thrift & Legatees Defts in a Plea &c as is of Record heretofore — The Plff appears & it is considered by the Court that this Case be continued to the next Term

Sanford vs Wright Appt
Sept. 1792

Ichabod Sanford Plff vs Thomas Wright Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term, Judgment then to be found and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Morley vs Storey &c
Sept. 8 1792

Hannah Morley Plff vs John Storey & Legatees Defts in a Plea &c as is of Record heretofore — The Plff appears & Noah Loomis the Agent of said John comes into Court, & being sworn as the Statute requires & asked whether he had any Credits or Effects in his hands at the Time he was served with this Process, answered he had that he owed the said Story on a Note to be paid in Cattle on May 20th each Seven pounds & Sixteen shillings which Note was in the hands of Saul Fowler — and it is considered by the Court that this Case be continued to the next Term the third Tuesday of May next

Norton vs Fowler
Sept 17. 1792

Edward Norton Plff vs Asher Fowler Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to refer this Case to the Determination of Isaac Coit & Bohan Young & Percy Morley, the award of them or any two of them to be final to be returned to this Court Judgment to be made up & Execution thereon awarded — which said Agreement is made the Rule of this Court and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Johnson vs Ely
Sept. 19. 1792

William Johnson Plff vs John Ely Deft in a Plea &c as is of Record heretofore — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Plff William do recover against the Deft John Five pounds nine shillings & thirty three mills Money Damages & Costs of Suit taxed at £ 2,, 17,, 1 & thereof &c

Execution if Jan 30. 1793

Chapin vs Bardwell
Sept 21 1792

Perry Chapin Plff vs Asa Bardwell Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Miller vs Wright
Sept 22 1792

Comfort Miller Plff vs Benj^a Wright Deft in a Plea &c as is of Record heretofore — The Plff being three Times called is Nonsuit the Deft defaulted & the Action is dismissed

[illegible] Sept 1792

Isaac Owen Pltff vs Isa Moore Deft in a Plea de as is of Record heretofore — The Pltff appears & the Deft the three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the said Isaac do recover against the said Isa Seventeen pounds eighteen shillings & nine pence in Specie Damages and Costs of Suit taxed at £ 2.. 3..11 & Thereof Execution &c. Feb. 1. 1793

Owen vs Moore Sept. 23. 1792

Paul Meacham Pltff vs James Owen Deft in a Plea as is of Record heretofore — The Pltff being three times called is Nonsuit the Deft defaulted and the Action is dismissed

Meacham vs Owen Sept. 29. 1792

Israel Ashley & al Pltffs vs Eldad Palmer Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Ashley & al vs Palmer Sept. 30. 1792

Samll Atwater Pltff vs Oliver Lyman Deft in a Plea as is of Record heretofore The Pltff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Atwater do recover against the said Oliver Four pounds four shillings & one penny lawful Money Damages & Costs of Suit taxed at £ 2.. 7..1 & Thereof &c Execution &c Feb. 1. 1793

Atwater vs Lyman Sept. 31. 1792

Jacob Parker Pltff vs Benj. Copley Deft in a Plea as is of Record heretofore — The Pltff appears & discontinues the Suit the Deft appears & moves for his Costs — Thereupon it is considered by the Court that said Benjamin do recover against the said Jacob his Costs taxed at £ 2.. 4..2 & Thereof &c Execution &c July 9. 1793

Parker vs Copley Sept. 32. 1792

Abel Tillotson Pltff vs James Campbell & al Defts in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Tillotson vs Campbell Sept. 33. 1792

Ebenezer Hunt & al Pltff vs David Phelps Deft in a Plea as is of Record heretofore The Pltff being three times called to come into Court is Nonsuit the Deft defaulted & the Action is dismissed

Hunt & al vs Phelps Sept. 35. 1792

Thomas Brattle & al Pltff vs Eliza Ackley & Jos. Bardwell Defts in a Plea as is of Record heretofore — The Pltff appear and discontinue this Case, the Defts appear & move for their Costs — And it is considered by the Court that said Eliza & Jonathan do recover against said Thomas & al their Costs taxed at £ & Thereof &c

Brattle & al vs Ackley & al Sept 37. 1792

Thomas Brattle & al vs James Smith Deft in a Plea as is of Record heretofore — The Parties appear & agree to a Continuance of this Case without Costs to the next Term & from Court to Court until the Cause of Brattle & al vs Silvanus Stow is finished & determined in the Supreme Judicial Court — And thereupon it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Brattle & al vs Smith Sept 38 1792

Thomas Brattle & al Pltff vs Joshua Beard Deft in a Plea as is of Record heretofore The Pltff appear & discontinue this Suit & the Deft appears & moves for his Costs — And it is considered by the Court that S. Joshua do recover against S. Thomas & al his Costs taxed at £ & Thereof &c

Brattle & al vs Beard Sept 39. 1792

Prattle & al
v.
Ireton & al
Sep. 30. 1792

Thomas Prattle & al Plffs vs Stephen Ireton & al Deft in a Plea de as is of Record heretofore — The Plffs appear & discontinue this Suit and the Defts appear & move for their Costs & it is considered by the Court that s. Stephen & al do recover against said Thomas & al their Costs taxed ab L & thereof &c

Same
v.
Thornton
Sep. 21 1792

Thomas Prattle & al Plffs vs Medad Thornton Deft in a Plea as is of Record heretofore — The Plffs appears & discontinues this Suit the Deft appears and moves for Costs — And it is considered by the Court that s. Medad do recover against s. Thomas & al his Costs taxed ab & thereof &c

Same
v.
Stowe
Sep. 22 1792

Thomas Prattle & al Plffs vs Silvanus Stowe Deft in a Plea de as is of Record heretofore — The Plffs appears by John Baylies their Att. & the Deft by John Hooker his Att. comes & defends &c whereof & for Plea says he is not guilty of intruding himself into the premises as the Plffs in their Declaration have alleged against him & thereof puts himself on the Country — And the Plffs reserving to themselves Liberty to plead & reply anew upon Tryal of this Issue say that they are not bound by the Laws of the Land to answer the Plea of the s. Silvanus because they say the same is insufficient wherefore they pray Judgment & Costs — And the said Silvanus says the Plea aforesaid in Manner & Form as above pleaded is sufficient & therefore prays Judgment for his Costs — Whereupon all & singular the Premises being seen & by the Court here understood, it appears to the Court that the Plea aforesaid of the s. Silvanus & the Matters therein contained is a full & sufficient Answer to the Declaration of the said Thomas & al, & that they the said Thomas & al ought not to have & maintain their said Action — Wherefore it is considered by the Court that the s. Thomas & al do by their Plea aforesaid receive Nothing & but that for their groundless Claim they be in Mercy &c — And it is further considered that said Silvanus do recover against s. Thomas & al his Costs taxed ab L &c

Whereupon the Plffs by their said Att. appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surties for their prosecuting the same to effect &c

Same
v.
Bardwell
Sep. 43 1792

Thomas Prattle & al Plffs vs Simeon Bardwell Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case under the same Rule as entered into in the preceding Case of Prattle & Smith — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Same
v.
Nichols
Feb. 44 1792

Thomas Prattle & al vs Elijah Nichols Deft in a Plea de as is of Record heretofore — The Plff being three times called to come into Court is nonsuit the Deft is defaulted & the Action is dismissed

Ballard & al
v.
Prentiss
Sep. 46 1792

James Ballard & al Plffs vs Bela Prentiss Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case & the same Form — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Same
v.
Perry
Sep. 16 1792

Thomas & James Plffs vs William Perry Deft in a Plea de as is of Record heretofore — The Plff being three times called to come into Court is nonsuit the Deft defaulted & the Action is dismissed

Paul Cushman Plff vs Nath.l Nichols Deft in a Plea de as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term & find it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Cushman vs Nichols Sept.r 58 1792

William Phillips Ex Plff vs Israel Dewey Deft in a Plea de as is of Record heretofore. The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance. Wherefore it is considered by the Court that said William do recover against said Israel Two hundred & ninety pounds two shillings & sixpence lawful Money Damages & Costs of Suit taxed at £ 1-5-5 & thereof

Execution issued Mar 26. 1793

Phillips Ex vs Dewey Sept 58 1792

John Bratton Plff vs Elias Wilson Deft in a Plea de as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term & find it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Bratton vs Wilson Sept 60. 1792

Charles Eddy Plff vs Joshua Walbridge Deft in a Plea de as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Eddy vs Walbridge Sept 61. 1792

Nathan Beals Plff vs Jacob Joy Deft in a Plea de as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term. & that Judgment be then joined if there be no Trial & find it is considered by the Court that they have Day here in Court accordingly untill the third Tuesday of May next

Beals vs Joy Sept 62.

Frederick Rhindlander Plff vs Isaac Atwater Deft in a Plea de as is of Record heretofore. The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Plff Frederick do recover against Deft Isaac One hundred & fourteen pounds lawful Money Damages & Costs of Suit taxed at £ 2-14-11. Whereupon the said Isaac by Joseph Lyman his Atty comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next and he enters into Recognizance with the Sureties for Deft Isaac prescribed for said Appeal to Effect &

Rhindlander vs Atwater Sept 65. 1792

Samuel Clark Plff vs Isaac Clark Deft in a Plea de as is of Record heretofore. The Plff being three Times called to come into Court is Non suit. The Deft defaulted & the action is discontinued

Clark vs Clark Sept 66 1792

Samuel Swab Plff vs Ozias Bigelow Deft in a Plea de as is of Record heretofore. The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Samuel do recover against Deft Ozias Six pounds Thirteen shillings & 4d Damages & Costs of Suit taxed at £ 2-9-3 & thereof &c

Execution issued Jan.y 30. 1793

Swab vs Bigelow Sept 67. 1792

Pearley Hutchins Plff vs Job Dean Deft in a Plea de as is of Record heretofore. The Plff now appears & moves for Judgment & it is considered by the Court that Plff Pearley do recover against said Job Fourteen pounds Thirteen shillings lawful Money Damages & Costs of Suit taxed at £ 3-1-7 & thereof &c

Execution issued Jan.y 28. 1793

Hutchins vs Dean Sept 70 1792

John Broom Plff vs William Moore Deft in a Plea de as is of Record heretofore. The Plff appears & moves for Judgment & it is considered by the Court that Plff John do recover against said William Four hundred forty two pounds nine shillings & eleven pence half penny lawful Money Damages & Costs of Suit taxed at £ 2-5-1 & thereof

Execution issued Jan.y 28. 1793

Broom vs Moore Sept 71. 1792

Smith & al
v.
Cook
Sept 26. 1792

Noah Smith & al Plaintiffs v John Cook Deft in a Plea de ea re as is of Record heretofore. The Plff being three Times called to come into Court is Nonsuit & the Deft defaulted & the Action is dismissed

Smith
v.
Stacy
Sept 8th 1792

Thomas Smith & Peter Giles Stacy Deft in a Plea de ea as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Pitts
v.
Boltwood
Sept 8th 1792

Joseph Pitts v Jno Boltwood Deft in a Plea de ea as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Boltwood
v.
Boltwood
Sept 8th 1792

Ebenezer Boltwood Plff v John Boltwood Deft in a Plea de ea as is of Record heretofore. The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that the said Ebenezer do recover against the Deft John Ten pounds eight Shillings & ten pence lawful Money Damages & Costs of Suit taxed at £ 1 16. 5 & Execution &c. Exon issued Feby 3d 1793.

Porter Esq
v.
Shaw & al
Sept 25. 1792

Elisha Porter Esq Plff v. Elisha Shaw & Stephen Thing Deft in a Plea de ea as is of Record heretofore &c. The Plff appears & moves for Judgment. And it is considered by the Court that the said Porter may have his Execution for the Sum of Seventy two pounds one Shilling & ten pence, part of the Debt of £ 1000 recovered in a former Trial against the Deft Shaw & Thing. And also for the Costs of this Suit of Suit taxed at £ 1 16 15 9 Execution issued Jan 28. 1793.

Dickinson
v.
Church & al
Sept 26 1792

Nathan Dickinson v Giles Church & al Deft in a Plea de ea as is of Record heretofore. The Parties appear, and on Motion of the Plff for a Continuance for Replication, it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Wiley
v.
Martin
Sept 26 1792

David Ashley Wiley Martin Thurlby Deft in a Plea &c as is of Record heretofore. The Plff appears & moves for Judgment. And it is considered by the Court that the said David recover against the said Martin Twenty eight pounds Seven Shillings & ten pence lawful Money Damages & Costs of this Suit taxed at £ 3. 6. 10 Whereupon the said Martin by Wm Lyman Esq his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surties for the said Martin prosecuting the said Appeal with Effect &c.

Wadsworth
v.
Bowman
Sept 26 1792

Thomas Wadsworth Plff v William Bowman Deft in a Plea &c as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term & that judgment be then final. And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Butler
v.
Wells
Sept 13 1792

Moses Hart Butler Plff v. William Wells Deft in a Plea de ea as is of Record heretofore. The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that the said Moses do recover against the said William Wells Twenty Shillings & eleven pence lawful Money Damages & Costs of Suit taxed at £ 2. 12. 7 & Execution &c. Exon issued Jan 29. 1793

Price & al
v.
Price
Sept 26 1792

Stephen Price & al Plff v Edward Giles Deft in a Plea de ea as is of Record heretofore. The Plff being three Times called to come into Court is Nonsuit & the Deft defaulted & the Action is dismissed

Benjamin Peirce Pltff vs Noah Goodman Esq. Deft in a Plea de as is of Record here to fore. The Parties appear & agree to refer this case to the Determination of John Long David Stinead & David Tupton Esq. the award of them or any two of them to be final to be returned into this Court & Judgment to be made up & Execution issued accordingly. Which said Agreement of the Parties is made the Rule of this Court in this Case. & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Peirce vs Goodman Sept. 97. 1792

Oliver Lyman Pltff. Plaintiff vs John Atwater & al Defts in a Plea de as is of Record heretofore. The Parties appear by Attys & agree to refer this case & all Demands between them to the Determination of Percy Clap Titus Doolittle & Mr Spencer Douglass the award of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued accordingly. Which said Agreement is made a Rule of the Court & it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of May next

Lyman vs Atwater Sept. 100 179

Thomas Prattle & al Pltffs vs William Cooley Deft in a Plea de as is of Record heretofore. The Pltffs appear by his Attys & the Deft by

Prattle vs Cooley Sept. 101. 179

Luther Loomis Pltff vs Aaron Weller Deft in a Plea de as is of Record here to fore. The Pltff appears & the Deft the three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Luther do recover against the said Aaron Eight pounds Six shillings & two pence & his Damages & Costs of Court taxed at £2. 18. 0 & Execution &c. Jan 29. 1793

Loomis vs Weller Sept. 103. 17

James Wales Pltff vs James Stunt Deft in a Plea de as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Wales vs Stunt Sept. 104. 17

Joseph Bond Pltff vs Daniel Burnett Deft in a Plea de as is of Record heretofore. The Pltff being three times called in Nonsuit the Deft defaulted & the Action is dismissed

Bond vs Burnett Sept. 105. 17

Nathan Collins Pltff vs Reuben Lilly Pltff. & al Defts in a Plea de as is of Record heretofore. The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Collins vs Lilly & al Sept. 106. 17

Isabel Bryant Appellee vs Mr Stephenson Senr. & Appellee in a Plea de as is of Record heretofore. The said Parties appear & agree to a Continuance of this case to the next Term & that no Costs be taxed for this Term. Ordered it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Bryant Appellee vs Stephenson Sept. 107. 17

Cogswell vs Bonney
Sept. 20d 1792

Ezra Cogswell Plff vs Luke Bonney Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term & that Judgment be then final if there be no Tryal and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Murray vs Dickinson
Sept 19. 1792

Eli Murray Plff vs Saml Dickinson Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Shakspeare vs Nichols
Sept 22 1792

Gershom Makspeare Plff vs Joshua Nichols Deft in a Plea &c as is of Record heretofore — The Plff being thrice called to come into Court vs Nonsuit — The Deft defaulted & the Action is dismissed

Same vs Same
Sept 23. 1792

Gershom Makspeare Plff vs Joshua Nichols Deft in a Plea &c as is of Record heretofore. Neither party the three times called come into Court & the Action is dismissed

Healey vs Dewey
Sept 25. 1792

Ebenezer Healey Plff vs Noah Dewey Deft in a Plea &c as is of Record heretofore — The Plff appears & prays Judgment & it is considered by the Court that said Ebenezer do recover against the said Noah Ten pounds L Damages & Costs of Suit taxed at £4-9-0 & thereof &c

Execution Mar 1. 1793.

Commonwealth vs Moore
Sept. 29. 1792

Commonwealth of Massachusetts vs Hugh Moore Deft in a Plea &c as is of Record heretofore — It is considered by the Court that this Suit be dismissed & that the Costs thereof taxed at £2-2-1 be paid out of the County Treasury to Thos Strong Esq Atty for Defnt.

Order made

Fuller Admr vs Graham Admr
Sept 30. 1792

James Fuller Admr Plff vs Mary Graham Admr Deft in a Plea &c as is of Record heretofore — The Parties appear & the Referees by them chosen now send into Court their Award viz. We the Referees by them chosen do award that said James do recover against said Mary as Admr Thirty pounds & Costs of Reference Bill £3-7-0 & Costs of Court. Which said Award is accepted and it is considered by the Court that said James do recover against said Mary £30 L. Damages & Costs taxed at £3-12-0 & thereof &c

Execution Mar 22 1793

Hodges vs Hodges
Sept 31 1792

[illegible] Hodges Plff vs Benjamin Hodges Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term under the Rule of Reference heretofore entered into — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Eddy vs Wallbridge
Sept 32 1792

Lucius Eddy Plff vs William Wallbridge Deft in a Plea &c as is of Record heretofore — The Plff being thrice called to come into Court is Nonsuit the Deft defaulted & the Action is dismissed

Thomas vs Clifton
Sept 33 1792

Israel Morris Plff vs Elisha Clifton Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Tenney vs Gaskee
Sept 35 1792

Thomas Tenney Plff vs David Gaskee Deft in a Plea &c as is of Record heretofore — The Plff being thrice called is Nonsuit the Deft defaulted & the Action is dismissed

Hogan vs Child
Sept 36 1792

[illegible] Hogan Plff vs Stephen Child Deft in a Plea &c as is of Record heretofore — The Plff being thrice called is nonsuit the Deft defaulted & the Action is dismissed

Abner Morgan & Pltff vs Benjamin Thompson Deft in a Plea de as is of Record heretofore — The Pltff appears & moves for a Continuance of this Case to the next Term, & that no Costs for ye next Term be taxed against ye Deft — And it is considered by the Court that s^d Parties have Day here in Court until the third Tuesday of May next — — Morgan & vs Thompson Sept 137 1792

Simeon Mason Pltff vs Daniel Streeter Deft in a Plea de as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Mason vs Streeter Sept 138 1792

Moses Mitchell Pltff vs Bildad Forster Deft in a Plea de as is of Record heretofore The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Mitchell vs Forster Sept 139 1792

Silas Forster Pltff vs Alexander Wolcott & Deft in a Plea de as is of Record heretofore — The Pltff appears by John Phelps Esq his Att^y & the Deft by Wm Eby Gent^n his Att^y comes & defends de & for Plea says, That he never promised in Manner & Form & the Pltff in his Declaration hath alledged against him & thereof puts himself on the Country — And the Pltff likewise — A Jury at this Time returned & impannelled as the Statute requires & being sworn to try the Issue declare upon their Oath that they find the Deft did promise in Manner & Form as is set forth in the Declaration & assess Damages at fourteen pounds — And it is considered by the Court that said Silas do recover against the said Alexander Fourteen pounds Debt & all Damages & Costs of Suit taxed at Nine pounds four Shillings & ten Pence — Whereupon s^d Alexander by his s^d Att^y appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surety for said Alexander prosecuting the same to Effect — Forster vs Wolcott Sept 141 1792

Walter Sykes Appt vs Wm Thompson Cannon Appellee in a Plea de as is of Record heretofore The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Sykes vs Cannon Sept 142 1792

Robert Lloyd & al Pltff vs Ezra Shepard Deft in a Plea de as is of Record heretofore — The Parties appear & on the motion of the Deft for a Continuance for special Pleadings it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Lloyd & al vs Shepard Sept 143 1792

Joseph Miller Pltff vs Aaron Colton Deft in a Plea de as is of Record heretofore — The Parties appear & agree to refer this Case to the Determination of Phin Mebbins & Luke Pltff & James Shaw — the Award of Him or any two of them to be found to be returned into this Court & Judgment to be made up & Execution issued accordingly — Which Agreement is made a Rule of this Court & it is considered that the s^d Parties have Day here in Court until the third Tuesday of May next — Miller vs Colton Sept 145 1792

Thomas Barker Pltff vs Abraham Burbanks Deft in a Plea de as is of Record heretofore The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next — Barker vs Burbanks Sept 145 1792

Abner Leonard & Wife Pltff vs Abraham Burbanks Deft in a Plea de as is of Record heretofore — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that s^d Abner & Wife do recover against s^d Abraham Burbanks the Land demanded, & Costs of this Suit taxed at £ 2-6-0 & thereof an Writ of Poss^n issued Jan 30. 1793 — Leonard & al vs Same Sept 149 1792

Hyde v. Bernardston Sep 150 1792

Dana Hyde Plff v. The Inhabitants of the Town of Bernardston Deft in a Plea &c as is of Record heretofore. This Plff appears by Simeon Strong Esq his Attn & the Deft by Wm Coleman Gent his Attn come & defend &c & for Plea say they never promised the Plff in Manner & Form as the Plff hath alledged against them & thereof put themselves on the Country and the said Dana likewise does the same — Whereupon a Jury at this Time returned & impannelled as the Statute requires being sworn to try the Issue declare upon their Oaths that they find the Deft did not promise in Manner & Form as is set forth in the Declaration — And thereupon it is considered by the Court that the said Deft do recover against the said Dana their Costs taxed at Two pounds fourteen shillings. Whereupon sd Dana now here in Court in his own Person appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for said County of Hampshire on the last Tuesday of April next — & he recognizes with Surties for his prosecuting said Appeal with Effect &c.

Field v. Wolsey Sep 152 1792

John Field Plff v. Benja Parrison Wolsey Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Hinckley v. Allen Sep 157 1792

Samuel Hinckley Esq Plff v. Elijah Allen Deft in a Plea &c as is of Record heretofore — The Plff being three Times called to come into Court & prosecute the Deft defaulted & the Action is dismissed

Holmes v. Macomber Sep 153 1792

James Holmes Plff v. Samuel Macomber Deft in a Plea &c as is of Record heretofore — The Parties appear & agree to refer this Case to the Determination of Joseph Metcalf Esq & Saml Metcalf & John Hascall the Award of them or any two of them to be final to be returned into this Court Judgment to be made upon & Execution issued according to what said Award is made a Rule of this Court — And it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Hodge v. Stevens Sep 1 1792

George Hodge Plff v. William Stevens Deft in a Plea &c as is of Record heretofore — The Plff appears & the Deft the three Times called to come into Court neither appears or makes appearance here Whereupon it is considered by the Court that said Plff recover against said William Stephen the demanded Premises [illegible] Costs of Suit — Whereupon the said William by Simeon Strong Esq his Attn comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surties for said William to prosecute his said Appeal with Effect &c.

[illegible] v. [illegible] Sep [illegible] 1792

[illegible] Plff v. [illegible] Deft in a Plea &c as is of Record heretofore — The Parties appear & the Deft the three Times called to come into Court neither appears or makes appearance here Whereupon it is considered by the Court that the Parties have Day here in Court until the third Tuesday of May next

Hays v. Hays Sep [illegible] 1792

Philip Hays Plff v. Elisha Shelton Deft in a Plea &c as is of Record heretofore — The Parties appear & the Deft the three Times called to come into Court neither appears or makes appearance here Whereupon it is considered by the Court that said Plff do recover against said Elisha Shelton [illegible] Costs taxed at [illegible] & he appeals [illegible] Court of Sessions [illegible]

Recorded Jan 30. 1793.

Warham Parks of Westfield in the County of Hampshire Esqr Pltff v. Samuel Parsons of Norwich in the same County Gentn Deft in a Plea of Ejectment wherein he demands against said Samuel the following Tracts of Land lying in Norwich aforesaid with the Buildings & Appurtenances, one Tract containing ninety Acres & 15 rods bounded in the Lines following, at a Stake & Stones at the Northwest Corner of land of Isaac Mapes thence running North thirty eight degrees East eighteen rods, thence North & an half degrees East twenty five degrees South forty four rods to Isaac Mapes Sourth Line at a Stake & Stones thence bounded Southwesterly on Land formerly owned by said Isaac Mapes thence North thirty eight degrees East twenty eight rods to a Stake & Stones thence West twenty five degrees North sixty rods to a Chestnut Tree thence West thirteen degrees South twelve rods thence West thirty seven degrees North twelve rods thence West fifteen degrees South thirteen rods to the high way thence on said high way to the first mentioned bounds — One piece of Land beginning at the East side of the high way at a Stake & Stones thence East fourteen degrees South fourteen rods thence South seven degrees East four rods thence South seven degrees West thirteen rods thence West seven degrees South five rods to a pine Stump on said high way, thence on said high way to the first station containing one Acre & four rods — Also one other piece containing three Quarters of an Acre adjoining to the Saw & Corn mills & improved as a yard to said Mills which said Mills stand on Westfield River so called & the Saw & Corn Mills & Tenements as aforesaid together with the Mill Dam & all the Implements Utensils & Privileges thereto belonging — And saith that said Samuel being lawfully seized & possessed of said Demanded Premises in his Demesne as of fee by his Deed duly executed on February 22d 1791 acknowledged & registered for good & valuable Consideration viz £100 bargained sold & conveyed the same to said Warham by virtue whereof said Warham became seized of the Demanded Premises & ought so to have remained till said Samuel had said Samuel afterwards entered & thereinto & holds him out to the Damage of said Warham One hundred & eighty pounds — The Parties appear & agree to a continuance of this Case to the next Term & judgment then to be final — And it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of May next

Jeremiah Page of Montville in the County of New London & State of Connecticut Yeoman Pltff v. Samuel Bishop of Willbraham in the County of Hampshire Yeoman Deft in a Plea of Breach of Covenant & whereon said Jeremiah says that at Westland on Sat. the 8th Spring Field aforesaid on Nov. 4 1776 said Samuel by the Name of Samuel Bishop Junr made his Deed poll of that Date under his hand & Seal duly acknowledged & registered, whereby said Samuel for the Consideration of £256 to him then & there paid by said Jeremiah did give grant bargain sell & confirm to said Jeremiah a Tract of Land lying in New London aforesaid containing 132 Acres with the Buildings thereon bounded as follows beginning at a heap of Stones & Stake in Samuel Bishop Line at being the South East Corner of the farm conveyed thence northwesterly to a white Oak Tree being Simeon Cobb Bounds thence North westerly to a Rock with Stones on it thence northerly to the Bottom of Johnsons Land thence westerly to a Stake & heap of Stones by the Dam bounding northerly on Land belonging to the Heirs of Alexander Johnston decd thence bounding on the Brook by said Alexander & Robert Johnstons decd Land to a black Oak Tree Stones about it being Ezekiel White North east Corner thence still bounding on the Brook to a heap of Stones at the Edge of the Brook at the old going over thence Southerly to a black Oak Tree by the Meadow thence still Southerly to a heap of Stones at the Wall joining to Land of James Johnson thence easterly as the Wall is to a heap of Stones a bound of James Johnson Land thence Southerly by the Fence to the Bars next said James Land easterly as the pasture fence runs to the Road thence across the Road to a Stake & heap of Stones the Northwest Corner of said Bishops Land thence easterly by the fence to the first Bounds with the Privileges & Appurtenances

Parks & Parsons No 1.

Page v. Bishop No 2

to have & to hold to him the sd Jeremiah his Heirs & assigns, forever - And said Samuel then & there for himself his Heirs &c did covenant with sd Jeremiah his Heirs &c that he was seized of the premises & that the same was free of all Incumbrances whatever - And sd Jeremiah says that said Samuel at the Time of making the Deed aforesaid was not well seized of the granted Premises & had not good Right to sell the same. So that said Samuel his Covenant aforesaid hath broken to the Damage of sd Jeremiah one hundred pounds - The Pltf appears by John Hooker Esq his Atty & the Deft by Pliny Merrick Esq his Atty comes & moves that this Case may be continued to the next Term that he may have Opportunity to vouch in his Warrantor &c And it is considered by the Court that said Parties have Day here in Court accordingly untill the third Tuesday of May next

Douglass vs Griswold No 3

Thomas James Douglass of Westfield in the County of Hampshire Gentn Pltf v. John Griswold Junr of Norwich in the same County Gentn Deft in a Plea of Trespass on the Case for that said John on July 23d 1782 by his Note for Value recd, promised one David Scott to pay him or Order £20..2..0 on Demand with Interest - And afterwards on the day aforesaid sd David by his Indorsement on sd Note ordered the Contents of sd Note then due to be paid to the Pltf aforesaid said John then & there had notice & thereby became chargeable to pay the same accordingly and in Consideration thereof [illegible] to the Pltf [illegible] to pay him the Contents of sd Note according to the Tenor thereof yet said John tho requested has never paid [illegible] but has neglected it to the Damage of sd Thomas fifty pounds - The Pltf appears by Joseph Lyman Esq his Atty & the Deft tho thrice [illegible] called to come into Court makes default of Appearance here Wherefore it is considered by the Court that said Thomas do recover against said John £21..14..6 lawful Money Damages & Costs of Suit taxed at £[illegible]..5..6 - After which the said John comes into Court by John Phelps Esq his Atty & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & recognizes with Surety for his prosecuting the same to Effect &c

N.B. Of the remaining Entries made at this Term None are recorded here except those wherein Judgment is rendered at this time & the Cases continued from this Term to the next are left to be recorded at their respective Terms when Judgments shall be rendered on them respectively

Bates vs Dickinson No 5

Nathaniel Bates of Granville in the County of Hampshire Gentn Pltf vs. Richard Dickinson of the same Granville Gentn Deft in a Plea of the Case [illegible] £13..6..3 [illegible] on Demand with Interest [illegible] Nathaniel twenty pounds [illegible] time called to come into Court makes [illegible] Nathaniel do recover [illegible] Richard Six pounds four [illegible] Damages & Costs of Suit taxed at [illegible]

Execution issued Feby 1. 1783

[illegible]

Solomon [illegible] of Westfield in the County of Hampshire [illegible] County aforesaid [illegible] by his Note for Value recd promised [illegible] on Demand with Interest [illegible] but has neglected it to the Damage [illegible] The Pltfs appear & the sd David the

three times called to come into Court and make default appearance, the
Wherefore it is considered by the Court that said Pltff do recover against the Defdt
Twenty one pounds thirteen shillings eleven pence lawful money
& Costs of suit taxed at £ 21 11 11 & Execution

Recovered Feb 1 1793

Fairman Fowler of Granville in the County of Hampshire Pleaded Pltff
Samuel Spear of Sandisfield in the County of Berkshire Defdt Default
Default in a Plea of the Case for that the said Samuel at Granville on Sept 15 1791
by his Note for Value rec promised the Pltff to pay him Eight pounds
lawful Money worth at present & the said Plaintiff then might well & truly
of said Spear the requested Day and performed his Promise but unjustly
neglected & refused to pay said Fairman Eight pounds
Appeared and the Defdt being three times called to come into Court make
Default of Appearance Whereupon it is considered by the Court that
said Fairman do recover against Samuel Eight pounds thirteen shillings
& Four pence & his Damages & Costs of suit taxed at & Execution

Recovered April 3 1793

Benjamin Brown of Springfield in the County of Hampshire Plaintiff
William Power late of Springfield in the County of Berkshire Defdt Default
Default in a Plea of the Case for that the said William at Springfield on December 29th 1792 being justly
indebted to the said Pltff the sum of sixty pounds five shillings & two pence
according to Account annexed to the Writ then & there in consideration
thereof promised the Pltff to pay him the same on Demand yet the said William
the money to pay hitherto, said the same but unjustly & to the Damage of
said Benjamin Five hundred & twenty pounds — & the Pltff appears
& the Defdt being three times called to come into Court make Default of
Appearance Wherefore it is considered by the Court that said Benja
min do recover against said William Sixty pounds five shillings &
two pence lawful Money Damages & Costs of suit taxed at & Execution

Recovered Mar 27 1793

Dan Foster of Weathersfield in the County of Windsor & State of Vermont
Clerk Pltff & Simeon Foster of Orange in the County of Hampshire
Clerk & an absconding Debtor & Elisha Chapman of Orange aforesaid Trader
Garnishee & Trustee of said Simeon Defdt in a Plea of the Case as in a
Large set forth in the Declaration on file &c. The Pltff being now three
times called in Court & the said Elisha appears & is examined under
Oath as may be seen on file &c. said Elisha prays his Costs may be allowed
him & it is considered by the Court that said Elisha do recover against
said Dan his Costs taxed at & Execution

Recovered Jan 29 1793

& the Defdt also appears & moves for his Costs & it is considered by the
Court that said Simeon do recover against said Dan his Costs taxed at
& Execution

Recovered Jan 29 1793.

Samuel Gragg of Peterborough in the County of Hillsboro & State
of New Hampshire Gentl Pltff & Peter Brown of Montague in the
County of Hampshire Yeoman Defdt in a Plea of the Case for that said
Peter at Montague aforesaid on August 4 1791 by his Note of Value rec
promised the Pltff to pay him or Order Forty & Dollars on demand
& yet the said has not paid the same but unjustly & the
Damage of said Samuel Ten pounds — & the Pltff appears & the Defdt
being three times called to come into Court make default of appear
ance Wherefore it is considered by the Court that said Samuel
do recover against said Peter Nine pounds ten shillings & two pence
of lawful Money Damages & Costs of suit taxed at & Execution

Recovered Mar 27 1793

Joel Goodell of Greenfield in the County of Hampshire Yeoman Pltff
William Humphrey & William Humphrey Junr both of Bernardston in
the County aforesaid Yeomen Defdts in a Plea of the Case for that the said
William & William Junr at Greenfield aforesaid on June 8th 1792 by
their Note for Value rec promised the Pltff to pay him
five pounds eleven shillings & eleven pence on or before Eleven months
in Wheat & Neat Stock at Price, & the said Pltff requested

Fowler
vs
Spear
No

Brown
vs
Power
No

Gragg
vs
Brown
No 24

Goodell
vs
Humphrey
No 25

have never performed said promise but neglect it to the Damage of the said Plt twelve pounds — The Plt appears & the Deft tho three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Plt do recover against the said Deft Five pounds sixteen shillings & two pence lawfl Money Damages & Cost of Suit taxed at £2..7..11 & thereof &c — Exon issd Mar. 27. 1793.

Burt & al Admrs vs Cooley No. 29 —

David Burt of Long Meadow in the County of Hampshire Gentn William Sheldon of Springfield Physician & Lucy Colton of sd Long Meadow Widow Admrs on the Estate of Samuel Colton late of said Long Meadow deceasd Plffs vs Caleb Cooley of Longmeadow aforesaid Yeoman Deft in a Plea of Debt for that sd David William & Lucy before this Court holden at Springfield on the Second Tuesday of February 1788 recovered Judgment against said Caleb for £25..6..4 Damages & Costs taxed at £10..18..6 which Judgement remains in full force Yet sd Caleb tho requested has never paid the same but refuses to do it to the Damage of the Plffs forty pounds — The Plffs appear & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Plffs aforesaid in their said Capacity do recover against the said Caleb Forty pounds of lawful Money Debt & Cost of Suit taxed at £1..11..3 & thereof &c —

Lyman Admr vs Pynchon Admr No. 30 —

Samuel Lyman of Springfield in the County of Hampshire Esqr Admr on the Estate of Charles Pynchon late of sd Springfield Physician dec. Plff vs William Pynchon of the same Springfield Esqr Administrator of the Goods & Estate not administered of Robert Harris late of sd Springfield decd Deft in a Plea of the Case for that the said Robert Harris at sd Springfield on Janry 1. 1780 then alive was justly indebted to sd Charles then alive Eleven pounds eleven shillings & eight pence half penny lawfl money for Visits & Medicines, in Consideration whereof sd Robert promised sd Charles to pay him the same Sum whenever after he should be requested — Yet said Robert in his Life Time or Daniel Harris Executor of the last Will &c of said Robert during his Life or the sd William since the Decease of sd Robert & Daniel tho often requested have never paid the same but neglect it to the Damage of sd Samuel in his said Capacity Twenty pounds — [illegible] the said Samuel Lyman Admr as aforesaid ought not to have or maintain his action [illegible] because he says that he hath no Goods or Chattels which were the said Robert Harris's at the time of his Death in his hands to be administered [illegible] the Death of the said Samuel the now Plff [illegible] the said William took out letters of Administration [illegible] of defending a certain action [illegible] Jonathan [illegible] Springfield [illegible] deceased & [illegible] Administration [illegible] upon the Suggestion & Desire of the [illegible] all which he is ready to verify wherefore he prays Judgment [illegible] against him — And the said Samuel [illegible] Admr as aforesaid [illegible] that the Plea [illegible] are not sufficient in law [illegible] the said Samuel [illegible] from having & maintaining his action [illegible] he is ready to verify [illegible] for Want of a sufficient Plea he prays Judgment for his Damages & Costs — And the said William [illegible] the Plea [illegible] is sufficient [illegible] it appears to the Court that the Plea aforesaid of the said William & the Matters therein contained [illegible] are not sufficient answer to the Declaration of the said Samuel & are not sufficient to preclude him the said Samuel from having & maintaining his action [illegible] considered by the Court that the said Samuel in his Capacity do recover against the said William in his sd Capacity

Eleven pounds eleven shillings & eight pence half penny & £ 10 damages & costs of suit taxed at £ 4. 13. 3 & interest &c. Execution Jan 30. 1793

Joseph Lazell of Cummington in the County of Hampshire Trader Plaintiff vs. Francis Harwood of Worthington in the same County Husbandman Deft in a Plea of the Case for that S^d Francis at Cummington aforesaid on Septr 18th last by his Note for Value rec^d promised S^d Joseph to pay him Nine pounds & eight pence lawf^l in three weeks - Yet S^d Francis tho requested has never paid the same but neglected to the Damage of S^d Joseph twelve pounds &c. The Plaintiff appears & the Deft tho three times called to come into Court makes Default of his appearance here Whereupon it is considered by the Court that S^d Joseph do recover against the S^d Francis Nine pounds four shillings & five pence lawf^l money Damages & Costs of suit taxed at £ 1. 13. 8 & interest &c. Execution Feby 1. 1793

Lazell vs Harwood No 33

Timothy Walker Stewart Walker Solomon & Warham Walker all of Worthington in the County of Hampshire Traders Plaintiffs & Joseph Bailey Innkeeper & Elias Jemond Gent^m & Charles Field Jemond Gent^m both of Chesterfield in the County aforesaid Defts in a Plea of the Case for that S^d Joseph & Charles at Northampton aforesaid on July 25 last by their Note for Value rec^d promised the Plaintiffs to pay them or Order One hundred fifty eight pounds twelve shillings & four pence half penny lawf^l in three months from the Date & then lawf^l interest till paid Yet S^d Joseph & Charles or either of them tho requested have never paid the same but neglected so to the Damage of said Plaintiffs One hundred sixty pounds - The Plaintiffs appear by Samuel Hinckley Esqr their Att^y & the Defts by Wm Lyman Esqr their Att^y come & defend the Force & Injury &c & for Plea say they never promised in Manner & Form as the Plaintiffs in their Declaration have alledged against them & for Trial thereof put themselves on the Country and the Plaintiffs also do the same - & they at this Time returned impannelled & sworn to try the Issue as the Statute provides, & have upon their Oath that they find the Defts did promise in Manner & Form as set forth in the Declaration & assess Damages for the Plaintiffs at £ 158. 10. 0 & thereupon it is considered by the Court that said Plaintiffs do recover against S^d Defts One hundred fifty eight pounds ten shillings & one penny of lawf^l money Damages & Costs of suit taxed at £ 4. 10. 3 - Whereupon the said Defts by their Att^y aforesaid appeal from the judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he receives with Sureties for his prosecuting the same to effect &c.

Walker &c vs Bailey &c No 34

Samuel Walker Esqr of Westfield Elisha Walker Jonathan & Timothy Walker Traders both of Northampton & all in the County of Hampshire Plaintiffs vs. Hugh McJohnston of Pelham in the same County Joiner otherwise called Hugh McJohnson Junr of S^d Pelham Joiner Defts in a Plea of the Case for that S^d Johnston at S^d Northampton on June 1st last by his Note for Value rec^d promised the Plaintiffs to pay them £ 16. 13. 4 Lawf^l on November 1st then next with Interest till paid Yet S^d Johnston tho often requested has never paid the same but neglected so to the Damage of S^d Plaintiffs twenty pounds &c. The Plaintiffs appear & the Defts tho three times called to come into Court makes Default of his appearance here Whereupon it is considered by the Court that said Plaintiffs do recover against said Johnston Seventeen pounds five shillings & eleven pence lawf^l money Damages & Costs of suit taxed at £ 1. 9. 7 & interest &c. Execution Feby 1. 1793

Walker &c vs Johnston No 35

Goodman & al
vs
Tracy & al
p. 40

Titus Goodman of South Hadley in the County of Hampshire Gent. & John Dance of Boston in the County of Suffolk Trader Pltfs vs Giles Tracy Trader & Asa Tracy Blacksmith both of Conway in the County of Hampshire Defts in a Plea of Trespass on the Case for that said Giles & Asa at said Conway on November 3d last by their Note for Value rec'd promised said Titus & John to pay them or Order Fourteen pounds fourteen shillings & 2d in Sole Leather & 1/3 pt on or before the first day of September then next with the interest thereof the said Giles & Asa or either of them have received and the same but neglected to the Damage of said Titus & Dance twenty pounds. The Pltfs appear & the Defts the first time called to come into Court make default of appearance here. Whereupon it is considered by the Court that said Titus & John do recover against said Giles & Asa Fourteen pounds eighteen shillings & eight pence lawful money Damages & Costs of Suit taxed at £ 4-11-9 & execution. Given p. Feb. 1793

Woodbridge Compt
vs
Wright
p. 43.

Humbly shew Jabez Woodbridge of South Hadley in the County of Hampshire Trader, that at a Court before Caleb Strong Esq. Just. Pac. on October 15th last he recovered Judgment against Elisha Chester Wright for Sixty four shillings & one penny Damages & Costs of Suit taxed at Sixteen shillings & five pence. From which Judgment said Wright appealed to this Court, but has failed to prosecute his Plea. He therefore prays judgment of affirmation of said Judgment with additional Damages & Costs. Whereupon it is considered by the Court that said Jabez do recover against said Elisha Fourteen pounds five shillings & one penny lawful money Damages & Costs of Suit taxed at £ 2-9-4 & execution. Given p. Feb. 4. 1793

Ingram Admr
Petn for Sale &c
p. 44

Humbly shew Ebenezer Rattoon Admr de Bonis non on the Estate of Elisha Ingram late of Amherst in the County of Hampshire deceased that the Debts due from said Estate & the Cost of selling the same exceed the personal Estate of said Deceased £375-14-7½ & that his real Estate was inventoried at £210 only. He therefore prays he may sell the whole of said real Estate for the purpose of paying said Debts so far as the same will do it. Which said Petition being read with a certificate of the Judge of Probate for said County concerning the said Estate & the Petitioner & it being by the Court considered that the Administrator aforesaid be & he hereby is empowered to make sale of all the real Estate of said Deceased for the purpose mentioned in his Petition, he having observing the Directions of the Law relating to such Sales

Porter Admr
Petn for Sale &c
p. 45

Humbly shew Thomas Porter Admr on the Estate of Robert Porter late of Ware in the County of Hampshire deceased that the Debts still remaining due from said Estate & the Admr's Accounts for reasonable & actual amount to £ 22-19-11 & that the income of the real Estate of said Deceased which was in his hands & which since the decease amounted to the sum of £ 19 - 10 - 0 in all of the personal Estate of said Deceased in his hands being deducted from £ 22-19-11 leaves a Balance due from said Estate of £ 13-1-11 & he therefore prays he may sell so much of the real Estate of said Deceased which was not in the Widow of said Deceased for her Dower as shall raise the said sum of £ 13-1-11 & Costs of sale. Which said Petition being read & also a Certificate of the Judge of Probate for said County concerning the said Estate & it being by the Court considered that said Admr may sell of the real Estate of said Deceased so much as shall produce the sum of £ 13-1-11 & Costs of sale he having observed the Directions of the Law relating to such sales

Hatchfield
Admr Petn &c
p. 46

Humbly shew Thomas Lombard Admr on the Estate of William Hatchfield late of Brimfield in the County of Hampshire deceased that the Debts due from said Estate with the Administrator's accounts exceed the personal Estate in his hands of said Deceased by £ 15-0-0 & that he may sell so much of the real Estate of said Deceased as shall produce the sum of £ 15-0-0 for the Costs &c. Whereupon it is considered by the Court that said Admr may sell so much of the real Estate of said Deceased as shall produce the sum of Seven pounds &c

Hampshire ss. Hopsbook Jan. 1793 Upon the Petition of Moses Warner Senr. Late of Hadley in the County of Hampshire Yeoman Warner Petition
that the Debts due from said Deceased Estate for selling the same exceed the personal Estate & Credits £232 10 5 in Hand
prays he may sell so much of the real Estate of said Deceased as shall produce the said Sum & Costs of Sale & if there be not real Estate sufficient exclusive of the Widows Dower Thereof that he may sell so
much of said Dower subject to the Widows Improvement thereof so long as she lives as will produce sd Sum &c. which said Petition
being read & Deliberation thereon is considered by the Court that said Petitioner make Sale of so much of the Real Estate of said Deceased as shall produce the Sum of £232 in manner as prayed for he therein observing the Directions of the Law relating to such Sales

Nehemiah Strong of Newtown in the County of Fairfield & State of Connecticut Yeoman Pltff vs Moses Cook Senr. of Northampton in the County of Hampshire Gentn. & Deputy Sheriff Deft in a Plea of the Case for Real & Mispleas & Trespass on January 1. 1790 owed sd Nehemiah Twenty Pounds lawful Money for so much Money by said Moses sd Nehemiah before that time had received and then & there in Consideration thereof promised said Nehemiah to pay him the same on Demand. Yet said Moses the Defendant has never paid the same but neglects & refuses to the Damage of said Nehemiah Twenty eight Pounds. The Plff appears & the Deft the three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Nehemiah do recover against said Moses twenty five pounds twelve shillings & eight pence lawful Money Damages & Costs of suit taxed at £1 14 3 & he is willing to remit the Moses by William Lyman Esqr. his Atty. come into Court & appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for said Moses to prosecute sd Appeal with Effect &c.

Strong & Cook No. 49

Ebenezer Bodwood of Amherst in the County of Hampshire Gentn. Pltff vs Andrew Shimball Senr. of Amherst aforesaid Yeoman Deft in a Plea of the Case for that said Andrew at sd Amherst on August 18th last by his Note for Value received promised sd Ebenezer to pay him or Order £26 lawful Money on Demand with Interest &c. Yet sd Andrew the aforesaid has never paid the same but neglects & refuses to the Damage of sd Ebenezer Thirty pounds

Bodwood vs Shimball No. 51

The Plff appears & the Deft the three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that sd Ebenezer do recover against said Andrew Nineteen pounds & ten shillings & eight pence lawful Money Damages & Costs of suit taxed at £1 18 5 & thereof &c.

Exon. ist Jan. 29. 1793

Hutchins Hapgood of Peterham in the County of Worcester Gentn. Pltff vs Samuel Hemingway & David Hill both of Orange in the County of Hampshire Husbandmen Defts in a Plea of the Case for that said Hemingway & Hill at Rutland on March 28th last by their Note for Value received promised one Samuel Calkson to pay him or Order Nine pounds & ten shillings lawful money in November then next with Int. & said Calkson afterwards on the same Day by his Indorsement on said Note ordered the contents thereof to be paid to one Silvanus Gates or Order & then afterwards on the same Day said Gates by another Indorsement on said Note for Value received ordered the Contents thereof to be paid to the Plff of all which the Defts had Notice &c. & in Consideration thereof promised the Plff to pay him the same accordingly. Yet said Defts the aforesaid have not paid the same but neglect & refuse to the Damage of said Hapgood Sixteen pounds. The Plff appears & the Defts the three times called to come into Court make Default of appearance here. Wherefore it is considered by the Court that said Hutchins do recover against said Samuel & David Nine pounds nineteen shillings & six pence lawful Money Damages & Costs of suit ~~taxed at £2 2 7 & thereof &c~~

Hapgood vs Hemingway & Hill No. 52

Exon. ist Jan 29. 1793

Simmons
vs
Stark
p. 54

Benjamin Simmons of Petersborough in the County of Worcester Yeoman Plff
at Fitzwilliam in the County of Hillsborough in the County of Hampshire Husbandman Deft
in a Plea of the Case for that said Stark at Greenwich aforesaid on November
18th 1790 by his Note for Value received promised the Plff to pay him or Order
Eighteen Dollars in six months with Interest yet said Stark the requested
hath never paid the same but neglected & still to the Damage of said Benjamin
Ten pounds — The Plff appeared & the Deft the three times called to come into
Court make Default of appearance here Wherefore it is considered by
the Court that said Benjamin do recover against said Stark Five pounds
one shilling & ten pence lawful Money Damages & Costs of Suit taxed at
Eighteen 30 & therefor &c — Exon Jan 29. 1793

Flowers & al
Adm vs
Leonard & al
p. 55

Samuel Flowers Gent & Lydia Palmer Widow Adms on the Estate of Daniel Gran
ger decd Plffs vs Elizabeth Leonard of West Springfield in the County of Hamp
shire Sing Deft in a Plea of the Case set forth in the Declaration on
File &c The Plffs being three times called and Default made & the Deft defaulted &
the action is dismissed

Hendrick
vs
Harvey
p. 56

Pliny Hendrick of Wilbraham in the County of Hampshire Yeoman Plff vs
Ezra Harvey of Wilbraham aforesaid Yeoman Deft in a Plea of Trespass
on the Case for that said Ezra at Wilbraham on June 1st last was justly
indebted to said Pliny in the sum of Ten pounds Ten shillings for so
much Money before that time had & received of him the said Pliny
to his the said Pliny's use & being so indebted the said Ezra then & there
in Consideration thereof assumed on himself & faithfully promised
the said Pliny to pay him the same sum on demand. yet said Ezra tho
often requested particularly on July 10th last. Yet has not paid said
Pliny the same sum or any penny thereof but neglects & still to the Damage
of said Pliny Nine pounds — The Plff appeared by Geo Bliss Gent his
Atty & the Deft by John Hooker Esq his Atty comes & defends &c &
and for Plea says he never promised in Manner & Form as the Plff in
his Declaration has thereof alleged against him & thereof puts himself
on the Country for Trial — Upon the Plff likewise — A Jury at this
Term returned empannelled & sworn to try the issue on the Statute
requires, declare upon their Oath that they find the Deft never promised in
Manner & Form as the Plff has declared — Upon which it is considered by
the Court that said Ezra do recover against said Pliny his Costs taxed at &c
Whereupon the said Pliny in his own person now here in Court appeals from
the Judgment of the Court to the Supreme Judicial Court to be holden at
Northampton in & for the said County of Hampshire on the last Tuesday of
April next & he recognizes with Surety for his prosecuting the same to
Effect &c

Dwight
vs
Clark & al
p. 57

Jonathan Dwight of Springfield in the County of Hampshire Esq Plff vs
Ebenezer Clark in Worthington in said County of Hampshire & William Allen Esq Trustee of Wilbraham
in said County Defts in a Plea of the Case for that said Clark & William at
Springfield on May 2d last by their Note for Value received promised the
Plff to pay him or Order sixty Dollars lawful Money on demand
with Interest yet said Defts or either of them to comply have never
paid the same but neglect & still to the Damage of said Plff Sixty
pounds — The Plff appeared & the Defts the three times called to come
into Court make Default of appearance here Wherefore it is considered
by the Court that said Plff recover against said Defts & William
Fifteen pounds Six shillings & Eleven pence lawful Money Damages &
Costs which taxed at &c by Plff & therefor &c — Exon Jan 29th 1793

Lane
vs
Hill
p. 61

Joseph Lane Gent of Springfield in the County of Hampshire Esq Plff vs
Ivory Hill of Belchertown in said County Yeoman Deft in a Plea of the Case for that
said Lane at Springfield on March 29. 1792 by his Note for Value
received promised one Clark Baldwin to pay him or Order 3 months
after Notice on Demand with Interest & Charges on the same & Plff
by his Indorsement on said Note ordered the said Deft to
pay the said Demand & notified said Deft thereof & said Deft became
liable to pay said Lane according to his said Order & being so liable in Consideration
thereof promised & has not paid the same according to said Order

the original Writ under paid the Sum such mentioned in the Declaration of the said Jonathan Sixty pounds — The Plaintiff appears at the Depth the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Jonathan do recover against the said Jesse Twenty Pounds Damages & Costs of Suit taxed at £ 1 1 8 & Execution &c.

Exec. Jan. 29. 1793

Dwight

Jonathan Dwight of Springfield in the County of Hampshire Esq. vs. William Scott of Palmer in the same County Yeoman in a Plea of the Case for that said William at Springfield aforesaid on the 1st day of May 1789 for the Value received promised the Plaff. upon or before the first day of May next ensuing to deliver unto the said William Twenty bushels of Rye on demand with Interest & the said William has neglected & refused to deliver the said Rye to the said Jonathan according to his said Promise to the Damage of the said Jonathan Twenty Pounds — The Plaff. appears at the Depth the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Jonathan do recover against said William Twenty pounds eighteen shillings & nine pence Damages & Costs of Suit taxed at £ 1 1 8 — after which the said William by Appeal from the Judgment of this Court to the Inferior Court of Common Pleas holden at Northampton within & for the County of Hampshire second Tuesday of April next he recognizes with Surties for the Plaintiff in prosecuting his said Appeal to Effect &c.

Nevers vs Church

Fortune Nevers late of Springfield in the County of Hampshire Gentleman Plaff. vs. Thomas Church late of Westfield in the County of Berkshire Gentleman Deft. in a Plea of the Case for that the said Thomas at Springfield aforesaid on March 29. 1791 by his Note for Value received promised the Plaff. upon Demand to deliver him Twelve pounds lawful money of New England by October next then next to be delivered in Northbridge with lawful Interest and the Plaff. Saith he has always been ready to receive the said Debt of the said Thomas the aforesaid Thomas never paid the same but neglects & refuses to the Damage of said Fortune Twenty pounds The Plaff. appears at the Depth the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Fortune do recover against said Thomas Eighteen pounds ten shillings & nine pence Damages & Costs of Suit taxed at £ 1 6 8 & Execution &c.

Exec. Jan. 29. 1793

Ferrel vs Simpson

Simeon Ferrel of Guilford in the County of Windham & State of Vermont Yeoman Plaff. vs. Radrack Simpson of Elmerin the County of Hampshire Yeoman Deft. in a Plea of the Case for that the said Radrack on February 28th last by his Note for Value received promised the Plaff. to pay him Twelve Dollars & 50 by the 20th of December then next with the Interest of said Debt the said Radrack has never paid the same but neglects & refuses to the Damage of said Simeon Eight pounds — The Plaff. appears at the Depth the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Simeon do recover against said Radrack Eight pounds three shillings & one pence Damages & Costs of Suit taxed at £ 1 6 8 & Execution &c.

Exec. Jan. 29. 1793

Chamberlain & al vs Andrew & al

James Chamberlain & James Chamberlain Junr. both of East Windsor in the County of Hartford in the State of Connecticut Merchants Plaffs. vs. Andrew Andrew & Andrew Andrew all of Hatfield in the County of Hampshire Merchants Defts. in a Plea of the Case for that the said Andrew & Andrew Andrew on the 25th 1792 by their Note for Value received promised the Plaffs. to pay them Twenty Dollars on demand the Interest thereof Horse work & Cordwood in the same Indorsed to the Plaffs. Damage Forty pounds — The Plaffs. appear at the Depth the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Plaffs do recover against said Andrew & Andrew Andrew Twenty pounds Sixteen shillings & nine pence Damages & Costs of Suit taxed at £ 1 6 8 & Execution &c.

Exec. Jan. 29. 1793

Strong Esq
vs
Kendall
No. 67

Caleb Strong of Northampton in the County of Hampshire Esqr Plff vs Samuel
Kendall of New Salem in the same County Trader Deft in a Plea of the Case
for that said Samuel at sd Northampton on September 9, 1791 by his Note
for value recd promised sd Caleb to pay him or Order five pounds nineteen
shillings & one penny [illegible] in three months with Interest Yet sd Samuel
tho requested hath never paid the same but neglects it to the Damage of sd
Caleb ten pounds — The Plff appeared & the Deft tho thrice called to
come into Court makes Default of appearance here Wherefore it is considered
by the Court that said Caleb do recover against said Samuel six pounds
[illegible] shillings & nine pence for his Damage & Cost of Suit taxed at
£1..11..2 & thereof — Execution issd Feb 9. 1793 —

Barnard & al Admrs.
vs
Whitney & al
No. 71

Joseph Barnard Yeoman & Samuel Barnard Esqr both of Deerfield
in the County of Hampshire Admrs on the Estate of Joseph Barnard late of said
Deerfield deceased Plffs vs David Whitney & Moses Rawson both of Conway in
the County aforesaid Yeomen Defts in a Plea of the Case for that sd Whitney &
Rawson at sd Deerfield on May 2d 1791 by their Note for value recd pro
mised sd Joseph & Samuel to pay them or Order £24..3..0 Lawll mo on
Demand with Interest Yet sd Whitney & Rawson or either of them tho re
quested have never paid the same but neglect it to the Damage of
said Joseph & Samuel thirty pounds The Plffs appeared & the Defts tho
thrice called to come into Court make Default of appearance here
Wherefore it is considered by the Court that sd Plffs do recover against
said Defts seventeen pounds two shillings & nine pence for their Damage
& Cost of Suit taxed at £2..9..9 & thereof — Execution issd Jan 30 1793 —

Miller
vs
Muzzy
No. 72

John Miller Junr & Eli Day both of West Springfield in the County of Hampshire
Yeomen Plffs vs Amos Muzzy of Fairfax in the State of Vermont [illegible] Deft
in a Plea of the Case for that said Amos at sd Westspringfield
on February 17. 1791 by his Note for value recd promised sd Miller & Day to
pay them ten pounds Lawll money in Neat Cattle in October then next to be
delivered at sd Muzzy's house in Fairfax and sd Miller & Day were [illegible]
the Dwelling house of sd Muzzy on sd [illegible] day of October ready to receive said
Neat Cattle — Yet the sd Amos tho requested never [illegible] said Neat Cattle
in any way paid sd Miller & Day the Contents of sd Note [illegible]
[illegible] Damage of sd Miller & Day twenty pounds — The Plffs appear by
John Taylor Gentn their Atty & the Deft by [illegible] Esqr [illegible]
& for plea saith he never promised the Plffs in Manner & Form as they
have alledged against him & thereof puts himself on the Country &
[illegible]
[illegible] a Jury at this Term returned empannelled and
sworn [illegible] The Jury [illegible]
[illegible]
[illegible] — And thereupon it is considered by the Court
that [illegible] against [illegible]
Whereupon the sd Plffs by their Atty appeal [illegible] from the Judgment of
this Court to the Supreme Judicial Court [illegible]
[illegible] next
[illegible]

Goodman Esq
vs
[illegible]
No. 73

Noah Goodman of South Hadley in the County of Hampshire Esqr Plff
[illegible] in the same County [illegible]
the Case for that sd [illegible] at sd [illegible]
[illegible] three months after [illegible]
[illegible] with Interest [illegible]
paid the same but neglects it [illegible]
The Plff appeared & the Deft tho thrice called to come into Court make
Default of appearance here Wherefore it is considered by the Court that [illegible]
[illegible]
[illegible] Damage & Cost of Suit taxed at £2..0..3 & thereof —
Exon issd Jany 30. 1793

Thomas Little of Salisbury in the County of Windham & State of Vermont Yeoman
Plff vs Robert Whitten of Stanley in the County of Hampshire Yeoman Defdt
in a Plea of the Case for that the said Robert of Charlemont in the County of
Hampshire on June 6th last by his note promised and promised the Plff
to pay him or order Thirteen Dollars lawful money in neat Stock
by October 1st then next with Interest - Yet the Defdt Robert the aforesaid has
never paid the same but hitherto doth detain to the Damage of the Plff Twenty Dollars &c

Little
vs
Whitten
Assumpsit

The Plff appeared & the Defdt being three times called to come into Court makes
default of appearance here - Whereupon it is considered by the Court that
the Plff recover against said Defdt Thirteen pounds nine
shillings sixpence lawful money Damages & Costs of Suit taxed at
£ 2 0 7 & thereof &c

William Pynchon Esqr Treasr of the Town of Springfield in the County
of Hampshire Plff vs Nathan Munger of the same Springfield Yeoman
Defdt in a Plea of Ejectment wherein he demands against the Defdt Nathan
two Tracts of Land lying in Springfield being the Farm where said
Munger now lives bounding Easterly on Phineas Stedman's Land 150
rods northerly partly on Chicopee River then on the Mill Lot & on
an old branch now owned by James Byers & Co then on said Mill Lot
to the Northwest Corner to a Road bounding Westerly on said Road & all
the Southwest Corner bounded on Land belonging to the Heirs of
Elm Hitchcock deceased partly South & partly on a Road leading to
the Furnace together with the Dwelling House thereon standing contain-
ing about forty nine Acres being Land conveyed to said Stedman
by his Father Phineas Stedman & says that one John Stedman of
said Springfield on June 5th 1790 by his Deed of that Date under his
hand & Seal conveyed the aforesaid Tracts of Land to said William
to have & to hold the same to said William Treasurer as aforesaid his
Successor in said Office & Assigns to the use of said Town of Springfield as a
good absolute Estate of Inheritance in fee simple on a certain Condi-
tion therein expressed by Virtue whereof said William became
seized of said Messuage & Tracts of Land with the Appurtenances & held the
same as he might & that the said John never fulfilled said Condition
& that said Nathan hath with Entry into the Premises both by said John
so illegally & without Judgment entered into the demanded Premises
& the said Nathan now unlawfully deforceth & holds the said William
out of the same to his Damage Thirty pounds - The Plff appears and
the Defdt being three times called to come into Court makes Default of
appearance here - Wherefore it is considered by the Court that said
William do recover against said Nathan Judgment for his Possession of
the demanded Premises & that said Nathan shall in two months
pay to said William Twenty Six pounds five shillings & Sixpence of
lawful Money Damages & Costs of Suit taxed at £ 2 0 7 3 -

Writ of Posse dated May 30. 1793

Pynchon Ex
vs
Munger
Ejectment

John Jay Esqr & Ann Vanborne Executors of the City & State of
New York only surviving Executors of the last Will & Testament of
David Vanborne formerly of the same City Esqr deceased Plffs in Error
Diver of Blanford in the County of Hampshire Yeoman Defdt in a Plea
of Entry & Ejectment wherein said Defdt Diver demands against
said John a certain Messuage or Tract of Land Sixty Acres of Land
being part of the Lot No 23 in said Blanford bounded as follows viz
Beginning at the South East Corner of said Lot & measuring North 18°
30' West 80 rods in the Easterly line of said Lot bounds to the South east
Corner of said 60 Acres then N. 71° 30' W. 120 rods then N. 18° 30' W.
E. 80 rods then S. 71° 30' E. 120 rods then S. 18° 30' W. to the first
mentioned bounds & the Plffs say that one Samuel Long late of said
Blanford & to said Blanford on October 19. 1772 by his Deed of that Date
under his hand & Seal conveyed the aforesaid Messuage with the Appurten-

Jay & al Exr
vs
Diver
Ejectment

ances to him the said David his Heirs & Assigns forever as a good absolute Estate of Inheritance in fee simple on Condition however that if Samuel Long Head his Executors &c. should well & truly pay to said David Vanhorne his Executors &c all such Sums of Money as should or might become due & payable to him or them by Virtue of the certain Bond under Hand & Seal of said Samuel bearing even Date herewith & bearing March 31st then next then the same to be void otherwise to be of full Force & Effect and the said John & Ann further say that said Samuel Long Head never paid the said Sum to said David in his Life Time or to his Executors since his Decease — By Virtue of which Deed said David became seized of the Land & hereditaments & delivered the same as his right & that said John hath made Entry into the Premises & by said Samuel was illegally without Judgment afterwards enter & thereinto & dispossessed said David in his Life Time & unjustly held him out until his Decease & has continued to hold the same &c to the Damage of said Plaintiffs twenty pounds — The Plff appeared & the Deft the three Times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said John & Ann in their said Capacity do recover against said Deft. Pltffs demand & Damages, unless said Deft shall in two months pay said Executors

[illegible] Damages & Costs of Suit herein &c

Wm. Tuckerman & Jacob Pl. & Def.

John Worthington of Springfield in the County of Hampshire Esq. & Israel Harmony of Norton in the County of Suffolk merchant Plffs against Isaac Harris of Long Meadow in said County of Hampshire Yeoman Deft in a Plea of Trespass & Ejectment wherein the Plffs demand against said Isaac two Lots of Land with the Appurtenances viz the Storehouse wherein said Isaac lives containing one Rood of Land with the House thereon lying in Long Meadow aforesaid bounding South on the high way East & North on Land late John Hancock & West on Land of Reuben Ferry & Abner Stowell & one Garrish the said House contains about 36 Feet bounded North on the high way East on Land late the property of John Hancock South on Land of Simeon Rugel West on Land of Reuben Ferry & Land with the Barn thereon & whereon the Office stands that said Isaac by Warranty Deed under his Hand & Seal conveyed the aforesaid Messuage & Tract of Land to said Worthington & Harmony to have & hold the same to them their Heirs & Assigns forever as good absolute Estate of Inheritance in fee simple on a certain Condition by Virtue whereof said Worthington and Harmony became seized thereof & held the same &c. that the said Isaac hath never fulfilled said Condition but hath illegally & without judgment enter & thereinto & dispossessed the said Worthington & Harmony & hold them out to their Damage forty pounds

The Plffs appear & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Worthington & Harmony do recover against said Isaac Forty pounds demanded & unless said Isaac shall in two months pay said Worthington & Harmony the same & Costs of Suit herein taxed at £ [illegible] — Witness [illegible] May 2d 1793

Crosby & Crosby Pl. & Def.

John Crosby of Whitestown in the County of Hampshire late of Albany County Yeoman Plff against Daniel Crosby late of the County of Hampshire Yeoman Deft in a Plea of the Case for that said Daniel at Chesterfield aforesaid on June 8th last by his Note for Value received promised said John to pay him £ [illegible] Dollars next with Interest & that said Daniel the same [illegible] refused & refuses to do & pay the Damage of said John of Ten pounds — The Plff appeared & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said John recover against said Daniel Five pounds & the Damages & Costs of Suit taxed at £ [illegible] & [illegible] Trespass Feb 27 1793

John Harwood of Windsor in the County of Berkshire Yeoman Plaintiff
Nathan Harwood of Litchfield in the County of Hartford Esquire Defendant
in a Plea of the Case for that said Nathan at Windsor aforesaid in Springfield
aforesaid on October 20th 1791 in his Note for Value received promised
the Plaintiff to pay him £100 in Good merchantable Neat Cattle by the
13th day of May next with Interest & the Plaintiff says he has always been ready to
receive the same &c. & the said Nathan the Defendant has never fulfilled
the same but hath neglected & refused to the Damage of the Plaintiff Twenty pounds &c.
The Plaintiff appears & the Defendant being three times called to come into Court makes
default of Appearance here. Whereupon it is considered by the
Court that the Plaintiff do recover against said Nathan Harwood the sum
Damages & Costs of suit taxed at £ 6 13 & Execution Dec. 26 1793

Harwood
v
Harwood
p. 90

Ebenezer Slayton of Chester in the County of Hampshire Coopr Plaintiff at
John Ostrander of Westfield Trader & Phineas Wiper of Norwich
Trader both in the County aforesaid Defendants in a Plea of the Case for
that said John & Phineas at Chester aforesaid on November 1st last were
justly indebted to the Plaintiff in the Sum of £ 13.10.0 lawful money for
Bee Hives of Bees there before that Time sold & delivered at their request
in Consideration whereof the said John & Phineas then & there promised the
Plaintiff to pay him the same sum on demand & the Interest. Yet the said
John & Phineas the requested have never paid the same but wrongfully
the Damage of said Ebenezer twenty pounds. The Defendants appear
by Jos. Wood Bridge Gent. their Atty & the Defendt by Jos. Lyman Esq. their
Atty come & defend the Force & Injury when & say they never promi-
sed the Plaintiff in manner & form as he has set forth in his Declaration
& thereof put themselves on the Country. And the said Ebenezer
reserving Liberty to reply anew to Defendts Plea & the Court above
says the Plea aforesaid is insufficient in Law to bar the said Ebenezer
from having & maintaining his Plaintiff against the said Defendts
& this he is ready to verify wherefore he prays Judgment. And
the said John & Phineas consenting to said Reservation says the
Plea is sufficient. When upon all & singular the Premises being
seen & by the Court here understood it appears to the Court that the
Plea aforesaid of the said John & Phineas is a full & sufficient Plea
in Bar to the Declaration of the said Ebenezer, & that he the said Ebenezer
by his Plea aforesaid ought to receive Nothing. Therefore it is considered
by the Court that said Ebenezer by his Plea aforesaid do receive
Nothing. And that the said John & Phineas do recover against the
said Ebenezer his Costs taxed at £ Whereupon the
said Ebenezer by his Atty aforesaid appeals from the Judgment of
this Court to the Supreme Judicial Court to be holden at Northa-
mpton in & for the said County of Hampshire on the last Tuesday
of April next & he recognizes with Sureties for said Ebenezer prosecu-
ting his said Appeal with Effect &c.

Slayton
v
Ostrander &c.
p. 91

David Wood of Worthington in the County of Hampshire Yeoman Plaintiff at
Daniel Ludden of the same Worthington Yeoman Defendt in a Plea of the
Case for that said Daniel at Worthington aforesaid on July 22d 1791 by his
Note for Value received promised the Plaintiff to pay him £20.10.0 £ Mo on
Demand with Interest. Yet said Daniel the requested has never performed
his said Promise but refuses to do it to the damage of said David twenty
pounds. The Plaintiff appears & the Defendt being three times called to come into Court makes
default of Appearance here. Whereupon it is considered by the Court that said David do
recover against said Daniel Ludden Costs & the same damages
Damages & Costs of suit taxed at £ 6.0.0. Whereupon said Daniel by Adm. Strong Esq.
his Atty comes into Court & appeals from the Judgment of this Court to the Supre-
me Judicial Court to be holden at Northampton in & for said County on the last Tuesday
of April next & he recognizes with Sureties for said Daniel, prosecuting said Appeal with
Effect &c.

Wood
v
Ludden
p. 92

Burr
v.
Phillips
p. 93

John Burr of Worthington in the County of Hampshire Yeoman Pltff in a Plea of the Case for that the said Ezra Phillips of Cheshirfield in the same County Yeoman Defdt in a Plea of the Case for that the said Ezra at Worthington aforesaid on August last by his Note for Value received promised the Pltff to pay him £4.16.3 Lawful on Demand with Interest, yet said Ezra the often requested hath never performed his said promise but refuses to do it to the Damage of said John Ten pounds

The Pltff appears & the Defdt the three times called to come into Court makes Default & appear not here. Wherefore it is considered by the Court that said John do recover against said Ezra Ten pounds nineteen shillings & Lawful money Damages & Costs of Court taxed at £2.2.0 & Writ &c. Exon. Feb. 27. 1793

Burr 2d
v.
Phillips
p. 94

John Burr & Isaac Burr Yeomen both of Worthington in the County of Hampshire Pltffs vs Ezra Phillips of Cheshirfield in the same County Yeoman Defdt in a Plea of the Case for that said Ezra at Worthington aforesaid on Sept. last in Consideration that the Pltffs had then before that time sold & delivered to said Ezra at his request divers Goods &c specified on him & promised the Pltffs to pay them on Demand so much Money as the same Goods Wares & Merchandises at the time they were sold & delivered were reasonably worth & the Pltffs say that the same Goods &c were worth Ten pounds, of all which said Ezra then & there had notice. Yet said Ezra the requested has never paid the same but neglects & refuses to the Damage of said John & Isaac twenty pounds

The Pltffs appear & the Defdt the three times called to come into Court makes Default & appear not here. Wherefore it is considered by the Court that said John & Isaac do recover against said Ezra Eight pounds two shillings & 8d & All Damages & Costs of Suit taxed at £2.6.0 & Writ &c. Exon. Feb. 28. 1793

Pull & al
v.
Leonard
p. 96.

Michael Pull Gent. & Thomas Pull Gent. both of the City & County of Charleston & State of Carolina Merchts Pltffs vs John Leonard Gent. of Stratham in the County of Hampshire Gent. Defdt in a Plea of the Case & whereon Michael & Thomas complain for that said Michael New York viz. at Wilmington on May 8th last made his certain Bill of Exchange according to the Usage & Custom of Merchants & directed said Bill to one David Thomas Esqr in London & by said Bill requested said David at sixty days sight of the first Bill of Exchange to pay to the Pltffs or Order the Sum of Forty five pounds Sterling equal to the Sum of Eighty pounds of lawful Money Value rec'd & place it to the Account of the said John. Which said Bill of Exchange the said Michael & Thomas afterwards on delivered 22. last at London 122 days sight to the said David & then & there required the said David then & there refused to accept & pay the said Bill of Exchange or any part thereof, of which said John was the same Day & Hour & by means of the premises according to the Custom aforesaid & by the Law of Merchants he the said John became liable to pay to the said Pltffs the said Sum of Forty five pounds Sterling with the Interest Costs & Damages on Demand & being so liable said John in consideration thereof the said Pltffs afterwards on the same day promised the said Pltffs to pay them the same sum on Demand. Yet said John the requested has never paid the same but neglects & refuses to the Damage of said Pltffs Eighty pounds. And the Pltffs appear by their Attorney & the said Defdt being called to come into Court makes default & appear not. Therefore it is considered by the Court that the Pltffs recover against him the said Defdt the Sum of Eighty pounds in the Form as they have declared against him & costs of Suit taxed at £ [illegible] & Writ &c. And the said Michael & Thomas [illegible] Court [illegible] from having a remedy against the said Defdt & the said Defdt [illegible]

fore they pray Judgment & said Plaintiff according to said Demand
says that they appeared in sufficient
Time being seen & by the Court understood, upon Hearing all & singular the premises
aforesaid of the said Defendants by him pleaded & the Matters therein contained is a
full & sufficient Answer to the Declaration of the said Michael & Thomas
and that thereupon the said Michael & Thomas by their Plea aforesaid ought to recover
Nothing & therefore it is considered by the Court that said Michael & Thomas
by their Plea aforesaid do recover Nothing, & that the said John do recover
against the said Michael & Thomas the Costs taxed at £

Whereupon the said Michael & Thomas in their Plea aforesaid appeal from
the Judgment of this Court to the Supreme Judicial Court to be holden at
Northampton in & for the County of Hampshire on the last Tuesday of
April next & he recognizes with Sureties for their prosecuting the Appeal with
effect as by said Recognizance on File does appear

Moody vs Shellogg No. 102

Elihu Moody of Amherst & Whiting Shellogg of Hadley both in the
County of Hampshire Husbandmen Parties in a Rule of Reference by
them entered into & acknowledged before Simeon Strong Esq. Justice Pacis
according to the Statute &c — The Referees by the Parties aforesaid chosen
now send into Court their Award, "that the said Elihu Moody do recover
"of the said Whiting Shellogg Thirteen Shillings, & Six pence Damages
"& Costs of the Reference taxed at Three pounds eleven Shillings and
"four pence & Cost of Court to be taxed by the Court" Whereupon it
is considered by the Court that the Pl. Elihu do recover against the said
Whiting Thirteen Shillings & Six pence of lawful Money Damages & Costs of
Court & Reference taxed at £4. 13. 6 & thereof &c

Exon. of Jan. 28. 1793

Morris vs Hayne No. 174

Chester Morris of South Brimfield in the County of Hampshire Gent. Pltff
vs Samuel Hayne of Brimfield in the same County Yeoman Deft in a
Plea of the Case for that said Samuel at South Brimfield on June 11th last
by his Note for Value rec'd promised Pltff Chester to pay him Eight pounds
Seven Shillings on Demand with Interest Yet Samuel the requested
has never paid Them but neglects it to the Damage of Pltff Chester
Sixteen pounds — The Pltff appears & the Deft the three times called to come
into Court makes Default of Appearance here Wherefore it is considered
by the Court that said Chester do recover against Samuel Eight pounds
twelve Shillings & two pence for Dam. Damages & Costs of Suit taxed at £ 1. 5. 4

Exon. of Jan. 28. 1793

Willis vs Hayne No. 185

Ezekiel Willis of South Brimfield in the County of Hampshire Husbandman
Pltff vs Samuel Hayne of Brimfield in the same County Husbandman Deft
in a Plea of the Case for that Pltff Samuel at said South Brimfield on March
14th last by his Note for Value rec'd promised said Ezekiel to pay him
£4. 5. 0 on the 20th day of October then next to be paid in Stock or Grain
at the Appraisal of indifferent Men on Interest Yet Pltff Samuel the often
requested has never paid the same but neglects it to the Damage of Pltff
Ezekiel Ten pounds The Pltff appears & the Deft the three times called
to come into Court makes Default of Appearance here Wherefore it is
considered by the Court that Pltff Ezekiel do recover against Pltff Samuel
Four pounds nine Shillings & three pence of lawful Money Damages
& Costs of Suit taxed at £ Five pound sixteen Shillings & thereof &c

No. 107 for after No. 110

Exon. of Jan. 28. 1793

Shiverick vs Newton No. 110

Noah Shiverick of Westfield in the County of Hampshire Blacksmith Pltff
Thaddeus Newton of Montgomery in the same County Yeoman Deft in a Plea
of the Case for that said Thaddeus at said Montgomery on March 5th last
by his Note for Value rec'd promised the Pltff to pay him or Order Ten pounds lawful
Money in Neat Cattle Bulls & Steers accepted by November 1st then next
with Interest & Yet said Thaddeus the requested has never paid the same

but neglects to the Damage of said Noah Twenty pounds The Deft appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Noah do recover against said Thaddeus Ten pounds ten shillings & six pence of lawful Money Damages & Costs of Suit taxed at £1.4.7 & Execution

Exon iss Feb 4th 1793

Billings
v.
Sheldon
Ac. 100

Ancor Billings of Conway in the County of Hampshire Trader Pltff Abner Sheldon of the same Conway Yeoman Deft in a Plea of the Case for that said Abner at Conway aforesaid on September 5th 1790 by his Note for Value rec'd promised Pltff Ancor to pay him or Order Four pounds one shilling on Demand Interest to be paid also for that said Abner at Conway aforesaid on August 7th 1792 by his other Note for Value rec'd promised said Ancor to pay him Eleven shillings & six pence on Demand with Use yet said Abner the requested has never performed either of his Promises but refuses to do it to the Damage of the Pltff Ancor Seven pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ancor do recover against said Abner Damages & Costs of Suit taxed at £1.4.1 & Execution

Smith
v.
Paddock
No. 116

Oliver Smith of Boston in the County of Suffolk Apothecary Pltff v. James Paddock Inn Holder of Orange in the County of Hampshire Defendant in a Plea of the Case for that said James at Boston aforesaid on August 6th 1789 by his Note for Value rec'd promised the Pltff to pay him or Order in twelve months £6.5.5 Lawful with Interest after said 12 months yet said James the requested has never paid the same but neglects to the Damage of said Oliver Eighteen pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Oliver do recover against said James Seven pounds three shillings & ten pence of lawful Money Damages & Costs of Suit taxed at £2.17.3 & Execution

Exon iss Feb 18. 1793

Phillips
v.
Robinson
No. 118

John Phillips of Greenfield in the County of Hampshire Yeoman Pltff v. Ira Robinson of Bernardston in the County aforesaid Trader Deft in a Plea of the Case for that said Ira at Greenfield aforesaid on July 9th last by his Note for Value rec'd promised the Pltff to pay him within six weeks £6.6.0 lawful Money with Interest yet the said Ira has not paid the same but neglects to the Damage of said John Twelve pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said John do recover against said Ira Damages & Costs of Suit taxed at £ [illegible] & Execution

Exon iss [illegible]

Lyman
v.
Hawkes
No. 120

Isaac Lyman of Springfield in the County of Hampshire State of Massachusetts Yeoman Pltff v. Moses Hawkes of Greenfield in the County aforesaid Gentleman Deft in a Plea of the Case for that [illegible] to recover [illegible] said Moses Twenty pounds three shillings & two pence [illegible] Damages & Costs of Suit taxed at £ [illegible] & Execution

Exon iss [illegible]

[illegible]
v.
[illegible]

[illegible]

by the first day of May next with lawful Interest after three months from the Date — Yet said Solomon tho often requested has never paid the same but refuses to do it to the Damage of sd Jemima ten pounds — The Pltf appears & the Deft tho thrice called to come into Court makes default of appearance here wherefore it is considered by the Court that the Jemima in her sd Capacity do recover against the sd [illegible] Four pounds eight shillings & nine pence of lawful money Damage & Costs of Court taxed at £ [illegible] & Execution. Exec issd [illegible] 1793.

Newcomb v Newcomb No 123

Ebenezer Newcomb of [illegible] in the County of [illegible] Plff v John Newcomb of Norton in the County of Bristol [illegible] Deft in a Plea of the Case for that said John at Norton [illegible] on Octo 26. 1787 [illegible] promised the Pltf to pay [illegible] never paid the same tho requested but neglects it to the Damage of said Ebenezer twenty pounds — The Pltf appears & the Deft tho thrice called to come into Court makes Default of appearance here wherefore it is considered by the Court that said Ebenezer do recover against said John three pounds seventeen shillings & three pence Lawful Damages & Costs of Suit taxed at £ 2.. 3 & Execution Exec issd Jan 29. 1793

Bolton et al v Purrel No 124

John Bolton of Salem in the County of Washington & State of New York Esqr & Oliver Newell of Bernardston in the County of Hampshire Yeoman of the one part & Archibald Purrel of Cherryvally in the County of Otsego & State of New York Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute — The Referees by them chosen in the said Rule now send into Court their award viz that the said Archibald do recover against the said John & Oliver One pound thirteen shillings & two pence Costs of Reference & Cost of Court to be taxed by the Court which said award is accepted & it is considered by the Court that said Archibald do recover against sd John & Oliver the Costs of Court & Reference taxed at Three pounds five shillings & three pence & Execution &c

Exec issd Jany 29. 1793

Phillips Ex v Waite No 130

Phillip Phillips of Ashfield in the County of Hampshire Esqr & Elijah Waite of the same Ashfield Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute &c — The Referees by them chosen now send into Court their award viz "That said Elijah pay to said Philip Thirty pounds eleven shillings & Sixpence Lawful Damages & the Costs of Reference being Nine pounds nine & Costs of the next Court to be taxed by the Court" which award is accepted — And it is considered by the Court that said Philip do recover against sd Elijah Thirty pounds eleven shillings & Sixpence lawful Damages & Costs of Court & Reference taxed at (after deducting £1..19..9 paid for Charges of House [illegible]) £8..16..7 & Execution.

Exec issd Feb. 5th 1793.

Legard v Parker No 131

John Legard of [illegible] in the County of Hampshire Yeoman & Abel Parker of [illegible] in the same County Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute &c The Referees now send into Court their award viz "that sd John do recover against said Abel Three pounds nineteen shillings & sixpence & Costs of Reference taxed at one pound eight shillings & [illegible] penny first deducting 16/7 paid by sd Abel" — which said award is accepted. And it is considered by the Court that said John do recover against sd Abel Three pounds nineteen shillings & sixpence lawful Damage & Costs of Court & Reference taxed at £ [illegible] & Execution Exec issd [illegible] 1793

Smith
vs.
Wait
& p. 136

Joseph Smith of Westfield in the County of Hampshire Yeoman & Elijah Wait of the same town & field Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute &c. The Referees named in the Rule aforesaid now send into Court their award viz. that the said Elijah do pay to said Joseph Fourteen pounds one shilling & Six pence Lawful money Damages & Costs of Reference being £14-0 & Costs of Court to be taxed by the Court & when so taxed & allowed is to be included — And thereupon considered by the Court that said Joseph do recover against said Elijah Fourteen pounds one shilling & Six pence of lawful money Damages & Costs of Court & Reference, first deducting 4/ paid to Hope & the Reference by said Elijah taxed at £ 5.17.4 & thereof &c. Recognizit Jan. 28. 1793

Bush & al. Adm.rs
vs.
Bush
& p. 137

Timothy Shew & Sibel Bush & Phineas Stokes Adm.rs on the Estate of Elisha Bush late of Springfield deceased that the Debts due from said Estate exclusive of Costs of settling the same exceed the personal Estate £30-12-10 & that the whole of the Real Estate was appraised at £32 only. Wherefore they pray leave to sell the whole of the Real Estate of said Deceased subject to the widow's improvement in lieu of Dower therein during her life. Whereupon said Petition being read with a Certificate of the Judge of Probate of Wills &c. for said County confirming the facts therein stated it is to be the Court considered that said Administrators may sell & convey of said Deceased's Real Estate subject however to the Widow's improvement in lieu of Dower therein during her life, for the purpose of paying said Debts & Pay new in observing the Direction of the law relating to such Sales.

Cummings
vs.
Thompson
& p. 142

Abraham Cummings Gent.n & Benj.a Thompson Yeoman both of Westfield in the County of Hampshire Parties in a Rule of Reference by them entered into & acknowledged according to the Statute &c. The said Referees now send into Court their award — That the Sum of One pound seventeen Shillings & four pence half penny Damages be recovered by said Abraham of said Benjamin together with the Costs of the Rule amounting to £1-1-0 & of Recognizance & one shilling & nine pence & Costs of Court to be taxed by the Court &c. Which said award being read is accepted —

Chatfield
vs.
Fowler
& p. 143

Naphtali Chatfield of Southampton in the County of Hampshire Yeoman & Ezra Fowler of Hatfield in said County Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute &c. The Referees now send into Court their award that said Ezra do pay Two pounds fourteen shillings lawful money to said Naphtali Costs of Reference taxed at £ 1-8-0 — [illegible] Court that said Naphtali do recover against said Ezra [illegible] Costs of Reference taxed at [illegible] & thereof &c.

Dwight
vs.
[illegible]

Erastus Dwight of Northampton in the County of Hampshire Yeoman & [illegible] Hilliard of Brookfield in the same County Yeoman Parties in a Rule of Reference [illegible] now send into Court their award — That said Erastus do recover against said [illegible] Pounds sixteen shillings lawful money Damages & Costs of Reference & Costs of Suit to be taxed by the Court. Whereupon it is considered by the Court that said Erastus do recover against said [illegible] Pounds sixteen shillings lawful money Damages & Costs of Court & Reference taxed at £ 3-13-10 & thereof &c. Recognizit Jan. [illegible] 1793

Lathin
vs.
[illegible]
& p. [illegible]

Matthew Lathin Gent. & Moses Rice of Southwick in the County [illegible] Parties in a Rule of Reference [illegible] Rule shall be to Matthew & his Land Damages of £10 — Costs of Reference [illegible] Costs of Suit & Reference taxed at £ [illegible] & thereof &c. Recognizit Jan. 29. 1793

Humble Petition of Reuben Holding Esqr on the Estate of Aaron Whitney late of Hatfield Yeoman deceased Shewing that the Debts due from said Estate & the Costs of Letters Administration have exceeded the personal Estate £29.4.6 & that there is a Mortgage on Part of said Estate & Petition for Leave to sell the same or so much thereof as may be necessary to pay said Debts or an Execution against said Deceased & praying for Leave to sell the Real Estate of said deceased lying & being in Hatfield bounded as follows viz. Beginning at a Stake & Stones at the North East Corner of said Land & thence running W. 25° S. 6 rods 2 links to a Stake & Stones W. 12° W. 5 links to a Stake W. 25° W. 14 rods to a Stake & Stones W. 25° S. 4 rods to a Stake W. 22° W. 56 rods to a Stake & Stones W. 4 rods & S. 25° S. 70 rods to first bounds &c. — The Petition being considered by the Court that said Administrator be & he hereby is empowered to make Sale of the Land above described for the purpose of paying said Debts due from said Estate so far as the Land may, he having observing the Directions of the Law relating to such Sales

Petition of Reuben Holding Adm. of Aaron Whitney late of Hatfield deceased

Benoni Lindsley of Pelham in the County of Hampshire Yeoman Pltff in a Plea of the Case for that Simeon Southwick of Northampton in the same County Yeoman Defdt on his Note for Value received promised said Benoni to pay or deliver to him or order good Pork weighing 5 Hundred worth £5.15.0 on or before the 26th day of October 1793 then next ensuing with Interest which said Simeon has requested but never performed & Promise but neglected to the Damage of said Benoni Eight pounds — The Pltff appears & the Defdt being three times called to come into Court makes Default of his appearance. Wherefore it is considered by the Court that said Benoni do recover against said Simeon Five pounds eighteen shillings & four pence for his Money Damages & Costs of Suit taxed at £ 12.7.2 & Execution

Benoni Lindsley vs Simeon Southwick
No. 147
Court Jan. 29. 1793

Ebenezer Bolwood of Amherst in the County of Hampshire Gent. Pltff in a Plea of the Case for that Clark Lawton of the same Amherst Yeoman Defdt on September 7. 1790 by his Note for Value received promised said Ebenezer to pay him or Order £8.5.7 & No. on Demand with Interest for the same till paid — Also for that said Clark of said Amherst on April 9th 1791 by his Note for Value received promised said Ebenezer to pay him or Order the Value of two pounds & ten shillings & No. in Rye or Neat Stock on or before October 1st next — Also for that said Clark of said Amherst on Dec. 29th 1791 owed said Ebenezer the sum of £13.10.0 for articles contained in two Schedule annexed & thereof & in Consideration thereof promised said Ebenezer to pay him the same on Demand yet said Clark the requested has never performed any of his Promises aforesaid but neglected to the Damage of said Ebenezer Forty pounds — The Pltff appears & the Defdt being three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Ebenezer do recover against said Clark Seventy four pounds eleven shillings & two pence for his Damages & Costs of Suit taxed at £ 12.9.11 & Execution

Bolwood vs Lawton
No. 148

Humbly Pleaded Ezra Holcomb of Granby in the County of Hartford & State of Connecticut Yeoman that his Estate was attached & which commenced by Martin Read of said Granby County to be heard & tried at this Court & he was summoned to answer thereto that said Martin has failed to enter & prosecute said Action — said Ezra may recover his reasonable Costs &c. Whereupon it is considered by the Court that said Ezra do recover against said Martin his Costs taxed at & Execution & thereof he

Holcomb Court vs Read
No. 150

Wolworth vs Wolworth No. 151

Phineas Wolworth of Granville in the County of Hampshire Yeoman & Levi Wolworth of the same & province Yeoman Father & Son at Rule of Reference by them entered into & accordingly according to the Statute &c. & the Referees now send into Court their Award Viz. That there is due & owing from Levi to Phineas £ 16.1 including all previous Costs the Costs of Court to be taxed by the Court & and thereupon it is considered by the Court that Phineas do recover against said Levi the sum of Sixteen Dollars & one penny & No Damages & Costs of suit taxed at £ 1.1.4 & therefore Execution &c. April 1793

Lanckton Admr. vs Rider No. 152.

Hannah Brewer & Eunice Lanckton Admrs. of the Estate of Noah Lanckton late of said Deceased, being sworn in the County of Hampshire declared that the Debts due from said Estate including the Administrators allowed exceed the whole personal Estate the sum of One hundred & nineteen pounds 18 s. by Certificate from the Judge of Probate & Sworn County here with & considered expense & therefore pray he may sell so much of the Real Estate of said Noah as may be sufficient to pay the same with Charges &c. And it is considered by the Court that said Admrs may sell so much of the Real Estate of said Deceased as shall produce the sum of One hundred twenty two pounds for the purposes mentioned in said Petition & he has in observing the Directions of the Law &c.

Pynchon & Cook Attorneys

Messrs Stephen Pynchon & Enos Cook are now admitted to be Attorneys in this Court & the Oaths of Allegiance to the United States & also the Oath of Allegiance to this Commonwealth & the Oath of Office were administered to them in Court.

The foregoing Judgments &c being made & entered up in Manner aforesaid & there the Court was adjourned without Day

Wm. Ros. Buckler

Commonwealth of Massachusetts

Hampshire ss.

At the Court of Common Pleas holden at Northampton within and for the County of Hampshire on the third Thursday of May being the 21st day of said Month & from day to day to the 24th day of said Month Anno Domini 1793

May Term 1793

Jurors of the said Grand Jury

Eleazer Porter Esq
Ozias Pike Esq
Samuel Lathrop Esq
Samuel Lyman Esq

Petit Jurors

Robert Williston Esq — Hel.
Israel Barnard — Pe
Seth Warner — Ware
Benjamin Ware
Perigo Morton — Hat
Robert Lazell — Sch
William Smalley — Gr.
Ebenr Barnard 2d — Deer
dismissed 5 day
Samuel Ashley — Shu
Lucius Smith — Mil
Samuel Shelton — Sp
Silas Dutton — Shu
dismissed 5 day
Nehemiah Gaylord — Had
Joseph Stan Shelton — Pel
dismissed 1 day

Jurors 2 day. Wright & Chapin
do Walker & Smith
3d Smith & Gray
Stow & Bowker
5 day Ball & Brown, Robert Clark & Ashley on the Roll of Attorneys
5 d Brown & Hampden Lane & al
5 d Allen & Wright, Robert Clark, Ebenr Hugh, Lawson Tenney, Simeon Pattrick, Ebenr Barnard, Eben Clapp } de Jal
in the Room of

Of the Actions which were continued over from the last Term to this Time some of them which are now ready for judgment are decided on them, are now recorded, & those of them which are again continued over to the next Term are now omitted, to be recorded as at the Term when they shall be respectively finished and only those entered at this Time & otherwise judgments is now rendered are now recorded. Those which are continued are left to be recorded at such future Terms as they shall be finished.

William Sheldon Plff vs. Beldad Bowker Deft in a Plea de ra is of Record here. The Plff being three Times called in Court & the Deft defaulted & the Action is dismissed

Sheldon
Bowker
Exp. 120.

Thomas Warner Esqr Exr of James Trask Deft in a Plea de ra as is of Record here. The Plff being three Times called to come into Court & make Appearance has not. Whereupon it is considered by the Court that said Thomas recover against said James

Warner
Exp. 129.

Elisha Bates Plff vs. Noadiah Warner Deft in a Plea de ra is of Record here. The Plff being three Times called to come into Court in Person & the Deft defaulted & the Action is dismissed

Bates
Warner
Jan 103. 1792

Fisk v. Manger
Jan 2nd 1792

Ezekiah Fisk Pltff v. Reuben Manger Deft in a Plea of Debt as is spoken of & mentioned heretofore. The Parties & their Witnesses by them chosen send into Court their Award that said Ezekiah do recover against said Reuben Four pounds Damages & Five pounds Seven Shillings Costs of Suit & a proportionable Reference & Costs of Court to be taxed by the Court. Whereupon it is considered by the Court that said Ezekiah do recover against said Reuben Four pounds Lawful Money Damages & Costs of Court & Reference being allowed & Thereupon &c

Salisbury v. Morgandal
Jan 4th 1792

Martin Salisbury Pltff v. Adah Morgandal Deft in a Plea of Debt as is of Record heretofore. The Parties & their Witnesses by them chosen now send into Court their Award, Viz. that neither Party recover any thing. Which said Award is accepted & the Action is dismissed.

Bates v. Tillotson
Jan 4th 1792

Nathaniel Bates Pltff v. Abel Tillotson Deft in a Plea of Debt as is of Record heretofore. The Pltff now appears & prays for Judgment upon the Award by the Court that said Nathaniel do recover against said Abel Twenty five pounds Lawful Money Damages & Costs of Suit taxed at £1.13.7 & Thereof &c

Recognized June 6th 1793

Sheeran v. Hull
May 11th 1792

Alexander O'Sheeran Pltff v. Gideon Hull Deft in a Plea of Debt as is of Record heretofore. The Parties & their Witnesses by them chosen now send into Court their Award, Viz. that said Alexander take no Damages against said Gideon & therefore recover Nothing against him & that said Gideon recover of said Alexander his legal Costs which he determine to be Four pounds Seven Shillings & Four pence. Whereupon it is considered by the Court that said Gideon do recover against said Alexander his Costs of Suit & Reference being allowed & Thereof &c

Lazzard v. Jones
May 17th 1792

Abner Leonard Pltff v. Samuel Jones Deft in a Plea of Debt as is of Record heretofore. The Pltff having deceased since the last Term the Case is dismissed

Leary v. Smith et al
May 22 1792

Jacob Leary Pltff v. Michael Smith & al Defts in a Plea of Trespass on the Case as is of Record heretofore. The Pltff being now since Term called to come into Court & Default the Defts appear & move for his Costs. And it is considered by the Court that said Defts do recover against said Jacob

Foulter v. Foulter
May 5th 1792

[illegible] Foulter Pltff v. David Foulter Deft in a Plea of Trespass on the Case as is of Record heretofore. The Parties & their Witnesses by them chosen mutually into Court their Award & by Mutual Consent do recover against said Daniel the Sum of Four pounds Lawful Money & Costs of Suit & Reference & the Costs made the following Metes & Bounds to wit, Viz. [illegible] Will of Daniel be bounded as follows [illegible] Standing at the South East Corner of said [illegible] Standing out [illegible] to a small hemlock [illegible] by the [illegible] of David Foulter to a [illegible] Stone about [illegible] Thence North Eleven East [illegible] rods by the land of said David Foulter to a [illegible] with [illegible] North 14½ rods to the [illegible] bounds & [illegible] Will said Award is accepted & [illegible] said Daniel do recover against said Daniel [illegible]

Sept Term 1793 Ordered that add Costs £5.4.0 be [illegible]

Goddard v. Goddard
May 5th 1793

[illegible]

that the said William Pha above pleaded is bad & insufficient in Law & to which he is not bound to answer & the said Plaintiff prays Judgment
Whereupon all & singular the Premises being now by the Plaintiff & Defendant
appeared & it being found that the Plaintiff & Defendant are
such Persons as the Statute of Uses & Wills & Conveyances
in this Province extended to receive & bind & that the said Deed
the Grant that said Deed by the said Plaintiff & Defendant
for his ground of Claim he be an Heir & which is further mentioned
Jury that said Plaintiff do recover against said Defendant
[illegible] Whereupon Mr Moses Gill Esq. [illegible]
from the Judgment of the Court & the Determination of the
Jury found in Hampshire County & [illegible] on the [illegible]
of September 1792 & the recognizances with Sureties for Moses & prosecute
the said Appeal with Effect &c

Thingland vs Ball
May 23. 1792

William Thingland Plaintiff & Moses Ball Defendant [illegible]
and [illegible] & the Plff being three times called to come into
Court & appear & prosecute his Plaint & his Counsel being
that said Moses do recover against said William his costs expended & the
Grounds & Fifteen Dollars Damages & Costs [illegible] Plaintiff

Hale & ux vs Chapman
May 15. 1792

Jonathan Hale Esq. & Ux. Plffs & Nathaniel Chapman Defdt in a Plea de as is of Record heretofore & the Plffs being three times called to come into
Court & Norwich the Defdt & Plaintiff Jurors for his costs & his Counsel
[illegible] by the Court that said Nathaniel do recover against said Jonathan
his costs taxed at £

Beckwith vs Abbe
May 18. 1792

Elisha Beckwith Plff & Samuel Abbe Defdt in a Plea de as is of Record heretofore & the Plff being three times called to come into Court & Norwich
the Defdt defaulted & the Action discontinued

Morgan vs Morgan
May 13. 1793

Pepe Morgan & Judah Morgan Plffs & Silas Morgan Defdt in a Plea de as is of Record heretofore & the Parties appear & the Referees now
send into Court their Award viz "that said Pepe & Judah do recover
"Nothing against said Silas and that said Silas shall recover no Costs
"of Court or Reference of Pepe & Judah" which said Award is
by the Court accepted & the Case is finished

Theakston vs Weeks & al
Sept. 6. 1792

Ebenezer Theakston & Calvin Theakston & Joseph Defdts in a Plea de as is of Record
heretofore & the Plff being now three times called to come into Court
defaulted & the Action is discontinued

Simpson vs Sigel
Sept. 7. 1792

Edward Simpson Plff & Peter Sigel Defdt in a Plea de as is of Record
heretofore & the Plff appears & the Defdt being three times called to come
into Court makes Default of appearance &c. Whereupon it is considered
by the Court that said Plaintiff do recover against said Defendant
Forty pounds one shilling Lawful Money Damages & Costs of suit
& execution & Plaintiff &c

Execution May 30. 1793

Moseley vs Lowe & Hampshire
Sept 5 1792

Hannah Moseley Plff & John Lowe & Elisha Defdts in a Plea de as is of
Record heretofore & the Plff & said John being three times
called to come into Court makes Default of appearance &c. Whereupon
it is considered by the Court that said Plaintiff do recover against said
John Twenty nine Dollars Lawful Money Damages & Costs of suit
taxed at & execution & Plaintiff

Execution May 30. 1793

Ashley & al vs Palmer
Sept 30. 1792

Israel Ashley & al Plffs & Elias Palmer Defdt in a Plea de as is of
Record heretofore & the Plffs being three times called to come in Palmer
to Court makes Default of appearance &c & it is considered the Defdt
is defaulted & the Action is dismissed

Ball & al v.
Bruett —
Apl 26. 1792

James Ball & al. Plffs v. Bela Bruett Deft in a Plea &c as is of Record heretofore — The Plffs appear by Samuel Hinckley Esq their Atty & the Deft by Wm Colman Gent his Atty comes & defends &c & for Plea saith he never promised the Plffs in manner & form as they have alledged & thereof puts himself on the Country — And the Plffs likewise — Whereupon a Jury at this Time Returned, impannelled & sworn to try the Issue — after all which the Plffs discontinue their Suit — And thereupon it is considered by the Court that said Plffs do pay the Jury half fees & that sd Bela do recover against said Plffs his Costs Expended £ [illegible] & thereof &c.

Exon issd June 5. 1793 —

Cushman
v.
Nichols
Apl 24. 1792

Polycarpus Cushman Plff v. Nathaniel [illegible] Deft in a Plea &c as is of Record heretofore — The Plff appears & the sd Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Polycarpus do recover against the said Nathaniel Eleven pounds twelve shillings & four pence lawful money Damages & Costs of Suit taxed at £ 3. 4. 8 & thereof &c

Execution issd June 8th 1793 —

Stratton
v.
Wilson
[illegible] Oc. 1792

John Stratton Plff v. John Wilson Deft in a Plea &c as is of Record heretofore The Plff appears by George Bliss Gent his Atty & the said Deft by Joseph Lyman Esq his Atty comes & defends & says that said John Stratton ought not to have or maintain his action aforesaid against him because that at the Time of the supposed taking the Cattle aforesaid the property of said Cattle was in him the said Wilson & not in the said John Stratton and this he is ready to verify Wherefore he prays Judgment & a return of the Cattle aforesaid to be adjudged to him And the said Stratton reserving liberty to waive his Demurrer & reply anew upon the Trial of the Appeal says that the Plea aforesaid of the said Wilson is insufficient & to which he has no Need to answer &c which he is ready to verify & thereof prays Judgment and said Wilson reserving the like Reservation says his Plea aforesaid is sufficient &c. All which being heard & understood by the Court it appears that the Plea aforesaid of the said Wilson & the Matters therein contained is a good & sufficient answer to the Declaration of the said Stratton & that the the said Stratton by his Plea aforesaid ought to receive Nothing — Therefore it is considered by the Court that the said Stratton by his Plea aforesaid do receive Nothing but &c & that the said Wilson do recover against the said Stratton his costs taxed at

Whereupon the said Stratton by George Bliss Gent his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties for sd Stratton's prosecuting the same to effect &c —

Eddy v.
Walbridge
[illegible] 1792

Charles Eddy Plff v. Joshua Walbridge Deft in a Plea &c as is of Record heretofore The Plff appears by Geo Bliss Gent his Atty & the Deft by [illegible] Hooker Esq his Atty comes & defends &c & [illegible] he never promised in Manner & form as the Plff in his Declaration hath alledged against him & thereof he puts himself on the Country — And the said Charles reserving liberty to waive this Demurrer on the Trial [illegible] the Issue [illegible] that [illegible] the Issue so tendered shall be tried on his part & that [illegible] that it [illegible] any thing by the sd Joshua in his Plea aforesaid in Manner & form [illegible] thereof he is precluded from having & maintaining his [illegible] aforesaid against the said Joshua because he says that the same Plea of the said Joshua is insufficient in Law to which he is not bound to answer [illegible] a sufficient Plea in his behalf he prays Judgment &c And the sd Joshua [illegible] the sd Demurrer [illegible] the Plea aforesaid [illegible] & thereof prays Judgment All which being heard & by the Court understood it appears to the Court that the Plea aforesaid of the sd Walbridge is a good & sufficient answer to the Declaration of the said Eddy & that he the said Eddy by his Plea aforesaid ought to receive Nothing Therefore it is considered by the Court that said Eddy by his Plea aforesaid do receive Nothing

Bail that for his personal appearance he will appear and shall be considered that Judgment be recovered against said Sally the costs taxed in the Suit and the execution issued upon his own Person now he in Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in and for the County aforesaid on the first Tuesday of September next & he recognizes with Sureties for his prosecuting his said appeal with effect &c

Sept. 82. 1792

Ezekiel Wadsworth Pltff vs Ebenezer Bowman Deft in a Plea &c as is of Record heretofore — The Pltff appears in person & by his Attorney & the Deft by Samuel Field Esqr comes & defends the Force & says that he never promised in Manner & Form as the Pltff hath alleged & thereof puts himself upon the Country and the said Thomas likewise do the same — A Jury at this Time returned impannelled & sworn to try the Issue declare upon their Oath that they find the said Defendant did not promise in Manner & Form as is set forth in the Declaration — and the action is considered by the Court that said Pltff do recover against the said Thomas his Costs taxed at £5 10s 10 & thereof &c

Wadsworth vs Bowman Sept. 90 1792

Jeremiah Wadsworth Pltff vs William Bowman Deft in a Plea &c as is of Record heretofore The Pltff appears & the Deft the three times called to come into Court makes Default of Appearance here whereupon it is considered by the Court that said Jeremiah do recover against the said William Forty four pounds Sixteen shillings & eight pence of lawful Money Damages & Costs of Court taxed at £3 3s 4d 3 & thereof &c

Judgment May 28 1793

Pierce vs Goodman & al Benjamin Pierce Pltff vs Noah Goodman Esqr Deft in a Plea &c as is of Record heretofore — The Parties appear & the Referees by them chosen now send into Court their Award "that the Pltff has ask & report to his action & that the Deft recover against the Pltff the Costs of reference five pounds fifty ten shillings & seven pence & Costs of Court taxed by the Court" Whereupon it is considered by the Court that said Noah do recover against the said Benjamin his Costs taxed at £ & thereof &c

Sept. 90. 1792

Wales vs Frank Sept. 104 1792

James Wales Pltff vs Simon Frank Deft in a Plea &c as is of Record heretofore The Pltff being now three times called to come into Court is Nonsuit the Deft appears & moves for his Costs and it is considered by the Court that Simon Frank do recover against James Wales his Costs taxed at £ 7 11s 8 & thereof &c Judgment June 5. 1793

Collins vs Lilley & al Sept. 168 1792

Nathan Collins Pltff vs Reuben Lilley & al Defts in a Plea &c as is of Record heretofore The Pltff being three times called is Nonsuit the Deft defaulted & the action is dismissed

Bryant & al vs Stevens Sept. 194 1792

Asahel Bryant & Ebenezer Pltffs vs John Stevens Deft in a Plea &c as is of Record heretofore — The said Asahel appears by Samuel Hinckley Esqr his Attorney & the said John by Simeon Strong Esqr his Attorney comes & defends the Force & Injury when &c & for Plea says that he is not guilty in Manner & Form as the Pltff Asahel in his Declaration hath ~~hath~~ alleged & thereof puts himself on the Country & the said Asahel likewise — A Jury at this Time returned impannelled & sworn to try the Issue declare upon their Oath that they find the Appellee is guilty & assess Damages at Three pounds ten shillings and thereupon it is considered by the Court that the said Asahel do recover against the said John Three pounds ten shillings & lawful Money Damages & Costs of Suit taxed at £13 13s 9d & thereof &c

Judgment June 27. 1793

Cogswell v Bonney
Sept. 16 1792

Ezra Cogswell Pltff Luke Bonney Deft in a Plea &c as in of Record hereto fore — The Pltff being three times called in Court the Deft defaulted & the action is dismissed.

Hodges v Hodges
Sept. 13 1792

David Hodges Pltff Elizabeth Hodges Deft in a Plea &c as in of Record hereto fore The Parties appear & the Referees by them chosen now send into Court their Award "that said David recover of said Elizabeth Eighty five pounds & Costs of the Reference amounting to £12 2 2 & Costs of Court to be taxed by the Court Whereupon it is considered by the Court that the sd David do recover against sd Elizabeth Eighty five pounds of lawful money Damages & Costs of Court & the Reference taxed at £15 8 11 & thereof &c — Execution Pltff May 28. 1793

Money v Colton
Sept. 13. 1792

Israel Money Pltff v. Elihu Colton Deft in a Plea &c as in of Record hereto fore — The Pltff appears & the Deft the three times called to come into Court makes Default of his appearance here Wherefore it is considered by the Court that the said Israel do recover against the said Elihu Fourteen pounds one shilling lawful Money Damages & Costs of Suit taxed at £4 12 6 & thereof &c

Mason v Weeks
Sept. 18 1792

Simeon Mason Pltff v Daniel Weeks Deft in a Plea &c as in of Record hereto fore — The Pltff being three times called to come into Court to prosecute the Deft defaulted & the action is dismissed.

Lloyd & al v Leppard
Sept. 14 1792

Thos Lloyd & al Pltffs v Ezra Leppard Deft in a Plea &c as in of Record hereto fore — The Pltff being three times called in Court the Deft is defaulted & the action is dismissed.

Miller v Colton
Sept. 15 1792

Joseph Miller Pltff v Aaron Colton Deft in a Plea &c as in of Record hereto fore — The Parties appear & the Referees by them chosen now send into Court their Award "that the said Aaron is not guilty & that sd "Joseph pay the Costs of Court to be taxed by the Court & the Costs of "the Reference taxed at Three pounds & eight pence" Whereupon it is considered by the Court that said Aaron do recover against the said Joseph his Costs of Court & Reference being after a Deduction of £2 16 0 he has already paid £2 15 8 — & thereof &c Execution Sept. May 29. 1793.

Holmes v Saunders
Sept. 15 1792

James Holmes Pltff v Samuel Saunders Deft in a Plea &c as in of Record hereto fore The Parties appear & the Referees by them chosen now send into Court their Award "that the said James recover against the sd "Samuel £3 12 0 Damage & Costs of Reference taxed at Ten pounds "Sixteen shillings & 4d & Costs of Court to be taxed by the Court" which said Award being accepted and it is considered by the Court that said James recover against said Samuel Three pounds Twelve shillings & 4d Damages & Costs of Suit taxed at £6 11 0 & thereof &c Execution Pltff May 28. 1793

Parker & v Parker
Sept. 1. 1793

Wetherbee Parker Esqr Pltff v Samuel Parker Deft in a Plea &c as in of Record hereto fore — The Pltff appears & the Deft the three times called to come into Court makes Default of his appearance here Wherefore it is considered by the Court that said Wetherbee do recover against the sd Samuel £[illegible] & the demanded premises with the appurtenances [illegible] to wit [illegible] Stanhence Damages & Costs of Suit taxed at £2 [illegible] & thereof

Jeremiah Page of Westville in the County of New London & State of Connecticut Yeoman Plff & Samuel Bishop of the Town and County of Hampshire Yeoman Deft in a Plea de ac &c of Trover &c

Page vs Bishop Jan 2. 1793

The Plff appears by John Wicker Esq his Att & the Deft by Thos Merrick Esq his Att & so jointly & severally in a Summons &c whereby it appeared to the Court that Jonathan Dorrance & Samuel Dimon Gabriel Stoddard & Sarah Stoddard had been summoned to appear here at this Time to depend &c. being now the Times called to come into Court severally make Default of Appearance here & and the said Samuel Bishop by his Att appeared depend &c & reserving to himself Liberty to waive this Plea & plead anew at the Supreme Judicial Court for Plea says he never promised &c & thereof puts &c

And the said Jeremiah Page agreeing to said Reservation says the said Plea in Manner &c above pleaded is bad & insufficient &c & therefore prays Judgment for his Damages & Costs & the said Bishop says his Plea is good &c all which being seen & by the Court mature look it appears to the Court that the Plea aforesaid of the said Bishop & the Matters therein contained is an insufficient answer to the Declaration of the said Jeremiah & that he the said Jeremiah ought not to be precluded from having & maintaining his Action aforesaid Therefore it is considered by the Court that said Jeremiah do recover against said Samuel Five hundred pounds of lawful Money Damages & Costs of Suit taxed at £ 2.. 12.. 7

Whereupon said Samuel by his Att aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he enters with Sureties for Samuel prosecuting his said Appeal with Effect &c

Richard Dickinson of Granville in the County of Hampshire Yeoman Plff v. Sanford Thompson of Blandford in the same County Gent Deft in a Plea &c as is set forth in the Declaration on File & which Case was entered at the last Term of this Court & continued to this Time for Att being this Time called & Nonsuit the Deft defaulted & the Case is discontinued

Dickinson vs Thompson Jan 8. 1793

Ebenezer Wolcott of Longmeadow in the County of Hartford & State of Connecticut Admr on the Estate of Alexander Wolcott dec'd Plff v. Joseph Dickinson late of Granville in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Joseph at said Granville on Sept 24 1780 by his Note for Value rec'd promised Pl Alexander then alive to pay him £5 & Mo in three months from the Date in Richard Dickinson Gent's Note for Sadler Yet said Joseph tho requested has not had the same but neglects it to the Damage of Pl Ebenezer Ten pounds Which Case was entered at the last Term & was continued to this Time & now the Plff appears and the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ebenezer do recover against the said Joseph Five pounds fourteen shillings & six pence £ & Mo Damages & Costs of Suit taxed at £ 2.. 11.. 8 & thereof &c

Ex issued May 30. 1793

Wolcott Admr vs Dickinson Jan 12. 1793

Joseph Willis Seaver of Conway in the County of Hampshire Yeoman Plff v. William Holloway of Conway Gent & David Lowe of Shelburne Clerk Defts in a Plea &c as is at large set forth in the Declaration, which Case was entered at the last Term of this Court & was continued to this Time The Plff being three Times called to come into Court in Nonsuit & the Deft defaulted & the Action is dismissed

Seaver vs Holloway & al Jan 13. 1793

Gates vs Bispel
Jan 16. 1793

Elias Gates of Westmoreland in State of New Hampshire Husbandman Pltff Jonathan Marsh Bispel of Greenfield in the County of Hampshire Yeoman alias Gent. Deft in a Plea of the Case for that said Jonathan on June 17. 1789 by his Note for Value rec'd promised the Pltff to pay him £17 worth of Neat Cattle & English Goods on Demand with Interest - Yet said Jonathan tho requested has never paid the same but neglects & refuses to the Damage of said Elias Forty pounds. Which Case was continued from the last Term & now the Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Elias do recover against said Jonathan Twenty pounds nineteen shillings & eleven pence & Mo Damages & Costs of Suit taxed at £3.5.5 & Execution &c

Exon June 8. 1793

Turner vs Taylor
Jan 15. 1793

Turner Taylor of Kingsdale in the State of New Hampshire Gentleman Pltff & John Norton of Westfield in the County of Hampshire Yeoman Deft in a Plea of the Case & for a Trespass on the Declaration on File - Which Case was continued from the last Term & the Pltff being now three Times called to come into Court & Default & the Action is dismissed

Hawes vs Blue
Jan 20. 1793

Solomon Hawes of Bedford in State of New Hampshire & Abel Bispel of Hadson in the State of Connecticut Traders Pltff vs Reuben Bailey of Bernardston in the County of Hampshire Trader Deft in a Plea of the Case & for a Trespass on the Declaration on File &c - Which Case was continued from the last Term to this Time & now the Pltff being three Times called to come into Court & Default & the Action is dismissed

Farrand vs Delaporte & al
Jan 21. 1793

Daniel Farrand of Newburg in the State of Vermont Pltff vs David Delaporte & David Delaporte Jr both of Colrain in the County of Hampshire Husbandmen Defts in a Plea of the Case & for a Trespass on the Declaration on File &c - Which Case was continued from the last Term & now the Pltff being three Times called to come into Court & Default & the Case is dismissed

Ashley vs Baldwin
Jan 22. 1793

Simeon Ashley of Springfield in the County of Hampshire Yeoman Pltff vs William Baldwin of Philadelphia in the State of Pennsylvania Gent Deft in a Plea of the Case & for a Trespass on the Declaration on File - Which Case was continued from the last Term & now the Pltff being three Times called to come into Court & Default & the Action is dismissed

Collins vs Moore
Jan 22. 1793

Elias Collins of Long Meadow in the County of Hampshire Yeoman Pltff vs Israel Moore of Fairlee in the State of Vermont Esq. Deft in a Plea of the Case [illegible] wants to be informed & [illegible] by [illegible] said Israel the requisite has now [illegible] [illegible] Pltff [illegible] appears [illegible] Pltff [illegible] Court [illegible] Default [illegible] Jan 1793 & Execution

Douglass Appl
Jan 1793

[illegible] Leonard of Hillsborough in the same County Yeoman [illegible] Jan 1793 [illegible] Which Case was continued from the last Term and now at this Term the Pltff being three Times called to come into Court & Default & the Action is dismissed [illegible] Daniel [illegible] Costs [illegible]

William Stancich of Boston in the County of Suffolk Merchant Plaintiff vs. Stephen Jacobs of Boston aforesaid Defendant — Debt
In Plea of a certain Indenture made between the Plaintiff & Defendant bearing date the Twelfth day of December A.D. 1791 whereby the Defendant covenanted to pay the Plaintiff the sum of Two hundred & Twenty Dollars in Specie on demand with Interest thereon at the rate of six per cent per annum — This Case was continued from the last Term & now at this Term appearing the Case is dismissed

Jan. 31, 1793

Samuel Salisbury of Boston in the County of Suffolk & Stephen Salisbury of Worcester in the County of Worcester Merchants Partners Plaintiffs vs. Aaron Billings of Conway in the County of Hampshire Trader Defendant — Debt
In Plea of a certain Note of Hand made by the Defendant to the Plaintiffs bearing date November 8th 1791 whereby he promised to pay the Plaintiffs or their order on demand the sum of Twenty pounds Sterling Money with Interest thereon at the rate of six per cent per annum — Yet the Defendant tho' requested has never paid the same but wrongfully detains the Damages of the Plaintiffs Forty four pounds eight shillings & Six pence — This Case was entered at the last Term of this Court & continued to this Time & now the Plaintiffs appear & the Defendant being three times called to come into Court make Default of Appearance — Whereupon it is considered by the Court that the said Samuel & Stephen do recover against the said Aaron Forty four pounds eight shillings & six pence Damages & Costs of Suit & have execution therefor — Judgment for Plaintiffs £44.12.3 & Costs

Salisbury & Billings
Jan 35. 1793

Execution June 5th 1793

Joseph Coolidge of Boston in the County of Suffolk Merchant Plaintiff vs. Aaron Billings of Conway in the County of Hampshire Trader Defendant — Debt
In Plea of the Case for that said Aaron at Boston viz at Springfield on November 8th 1791 was justly indebted to the Plaintiff in the Sum of £554.3.9 lawful Money for so much Money of him the Plaintiff at the request of the said Aaron then before that time had & received & in Consideration thereof the said Aaron promised the said Joseph to pay him the same when he the said Aaron should be requested thereto nevertheless the said Aaron tho' requested has never paid the same but wrongfully detains the Damages of the said Joseph five hundred pounds — This Case was entered at the last Term of this Court & continued to this Time — & now the Plaintiff appears & the Defendant being three times called to come into Court makes Default of Appearance &c — Whereupon it is considered by the Court that said Joseph do recover against said Aaron Four hundred forty five pounds & seven shillings & six pence Damages & Costs of Suit & have execution therefor &c

Coolidge & Billings
Jan 36. 1793

Execution June 5 1793

Percy Clap of Dorchester in the County of Norfolk Gentleman Plaintiff vs. Noble Dwen Husbandman & William Ingersol Yeoman both of Westfield in the County aforesaid Defendants — Debt
In Plea of the Case for that the Plaintiff on March 15th 1792 was possessed of a certain Horse of the price of Sixteen pounds Lawful which afterwards on the same Day & Year aforesaid came to the hands & possession of the said Noble & William by finding — & the said Noble & William knowing the same Horse to be the property of the said Percy hath not delivered him the same but yet detains & doth hold the same of the said Percy to the Damage of the said Percy £18 —
This Suit & Case was continued from the last Term & now the Plaintiff appears & the Defendants being three times called to come into Court make Default of Appearance — Wherefore it is considered by the Court that the said Percy do recover against the said Noble & William Eight pounds nine shillings & three pence Lawful Damages & Costs of Suit taxed at £2.19.9 & therefor &c

Clap vs Dwen &c
Jan. 38. 1793

Execution June 21. 1793

Smith vs
Bigelow
Jan 39. 1793

John Smith 2d of Chester in the County of Hampshire Yeoman Plff vs Daniel Bigelow of the same Chester Taylor Deft in a Plea of the Case for that said Daniel at sd Chester on December 29. 1789 by his Note for Value recd promised said John to pay him or Order £10 L.Mo to be paid & delivered at the Dwelling House of Timo Paine Esqr in Worcester in good Wheat at 6/ pr bushell or in neat Stock to be prized by one or more judicious Men in Worcester in case the said Paine & Bigelow cannot agree upon the price of sd Stock, on or before ye 29th of December then next with Interest & ye Plff say sd Paine was always ready to receive the same &c — Also, for that sd Daniel at sd Chester on December 29th aforesaid by his other Note for Value recd promised said John to pay him or Order Ten pounds L.Mo to Timo Paine Esqr in Worcester in good merchantable Winter Wheat at Six shillings pr bushell or in neat Stock to be prized by one or more judicious Men in Worcester in Case sd Paine & Bigelow cannot agree upon the price of said Stock on or before ye 29th day of December 1791 with Interest for the same — And sd John says the said Timothy was always ready to receive the same Yet sd Daniel tho' often requested has never paid the Contents of the said Notes to the said John or the said Timothy but neglects it to the Damage of sd John £25. Which Case was continued from the last Term (when ~~the Deft made Default of appearance in Court~~) to this Time, & ~~now the Plff appear & move for Judgment and~~ it is considered by the Court that sd John do recover against said Daniel Twenty four pounds two Shillings L.Mo Damages & Costs of Suit taxed at £3.. 9.. 5 Whereupon the sd Daniel by Jonathan Woodbridge Gentn his Atty comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for sd Daniel's prosecuting the same with Effect &c ———

Abbis vs
Billings
Jan 42. 1793

[illegible] of Whately in the County of Hampshire Sadler Plff vs Aaron Billings of Conway in the same County [illegible] in a Plea of the Case for that said Aaron at Whately aforesaid on September 6. last by his Note for Value recd promised said Theophilus to pay him £13 — in two months with Interest after 2 months from the Date Yet said Aaron tho' requested has never paid the same but neglects it to the Damage of said Theophilus Sixteen pounds Which Case was continued from the last Term to this Time And now the Deft tho' solemnly called to come into Court makes Default of appearance here Wherefore it is considered by the Court that sd Theophilus do recover against sd Aaron Thirteen pounds nine Shillings & nine pence L.Mo Damages & Costs of Suit taxed at [illegible] and [illegible] &c
Exen issued June 5. 1793

Deake vs
Hill
Jan 50. 1793

Joshua Deake of Belchertown in the County of Hampshire Yeoman Plff vs Asa Hill of the same Belchertown Yeoman in a Plea of Covenant broken wherein sd Joshua complains that sd Asa on [illegible] 1781 [illegible] by his Deed [illegible] that whereas he the sd Asa had given granted [illegible] unto him sd Joshua his heirs & assigns forever a certain tract of land in Belchertown [illegible] N. E. corner [illegible] containing [illegible] and sd Asa did covenant with sd Joshua that he would warrant secure & defend the same to him against the lawful Claims & Demands of all Persons whomsoever [illegible] at the time of Executing the same Deed he was seized of the lawful Fee of the Premises that he had good right to grant [illegible] against the lawful [illegible] hath wholly lost ye premises — And sd Asa his Covenant aforesaid hath not kept [illegible] to the Damage of sd Joshua [illegible] [illegible] continued [illegible] the last Term of this Court [illegible]

when the Plea made default of appearance in Court, & the Case was continued to this Term for Judgment — and now the Pltff appears and moves for Judgment and it is considered by the Court that said Pltff recover against said Def the sum of Forty pounds lawful Money Damages & Costs of Suit taxed at £ & therefore &c

David Fowler Esq. of Southwick in the County of Hampshire Gentn Pltff vs. Roland Parker of Westfield in the same County yeoman Deft in a Plea &c as is set forth in the Declaration on file &c. which Case was continued from the last Term to this Term & now neither Party appearing the Case is dismissed

Fowler vs Parker Jan 30 1793

Asa Cook of Colchester in the State of Connecticut Esq Pltff vs Ebenezer Eglestone of Chester in the County of Hampshire Husbandman Deft in a Plea &c as is set forth in the Declaration on file &c. which Case was continued from the last Term to this Term & now neither Party appearing the Case is dismissed

Cook vs Eglestone Jan 24 1793

Samuel Franklyn & John Murray both of New York in the State of New York Merchants Pltffs vs. Samuel Trendall of New Salem in the County of Hampshire Trader alias Husbandman Deft in a Plea of the Case for that said Samuel at Greenfield in said County of Hampshire on April 12th 1792 by his Note for Value rec'd promised one William Moore to pay him or Order £ 26 4 4 1/2 Lawful Money of Massachusetts on Demand with Interest & afterwards the same Day said William then & there by Indorsement on the same Note for his proper Land described & ordered the Contents thereof then due to be paid to the Pltffs for Value rec'd of which the said Samuel then & afterwards the same Day had Notice & thereby became chargeable to pay the Contents of the same Note to the Pltffs according to the tenor thereof & the Indorsement aforesaid & being so chargeable the said Samuel Trendall in Consideration thereof then & there promised the Pltffs to pay them the Contents of said Note according to the tenor thereof & of the said Indorsement when he the said Samuel Trendall the other thereto requested hath each & all the Contents of the same Note to the Pltffs or any Month thereof he hath neglected & refused to do to the Damage of said Franklyn & Murray three hundred pounds — This Case was commenced at the last Term & was continued to this Time & now the Pltffs appear & the Defendant being called to come into Court makes default of appearance &c Wherefore it is considered by the Court that said Franklyn & Murray do recover against the said Trendall Two hundred eight one pounds seventeen Shillings & six pence L. M. Damages & Costs of Suit taxed at £ 2. 11. 3

Whereupon the said Trendall by Samuel Dickson his Attorney [illegible] in & for the County of Hampshire on the fourth Tuesday of September [illegible] recognizes with Sureties for said Trendall prosecuting his Appeal with Effect &c

Franklyn & Murray vs Trendall

Samuel Clark of Northampton in the County of Hampshire Gentn Pltff as Forester & Keeper of Plants &c in the same County of Hampshire Deft in a Plea of the Case for that said Plaintiff at Northampton on December 8. 1791 by his Note for Value rec'd promised said Clark to give him or his Order on Demand in Silver Money or Bills of Credit of the same Note & said Shaw the other thereto requested hath never paid the same but neglected so to do to the Damage of said Clark [illegible] pounds — This Case was continued from the last Term & now the Pltff appears & the Defendant being called to come into Court makes default of appearance &c Wherefore it is considered by the Court that said Clark do recover against said Shaw [illegible]

Clark vs Shaw Jan 24 1793

Six shillings & two pence — Damages & Costs of Suit taxed at £ 2-12-3 —
Whereupon the Defendant by John Woodbridge his Atty appeals from this judgment
of this Court to the Superior Court to be holden at Springfield in & for the
County of Hampshire on the fourth Tuesday of September next & he recognizes
with Surety for his appearance & prosecuting his Appeal with effect —

Morgan & al
vs
Mears
Jan 8 1723

Jonathan Morgan & Walter Morley both of Springfield in the County of
Hampshire Farmers & Co-partners Plaintiffs in Action of Damages in the late of
Connecticut Grocers, Exhibit in Court that he under them a reasonable Ac-
count from the time he was Bailiff of the said Jonathan & Walter for their
to wit that is to say from the first day of January Anno
Domini 1720 to January 8th last all under specified viz at Hartford
Springfield was the Bailiff of the said Jonathan & Walter & during
the time had the Care & administration of divers goods & Merchandizes
of the said Jonathan & Walter, viz Four thousand pounds weight of
Tobacco of great Value to wit of Eighteen pounds to be merchandized &
made profit of for the said Jonathan & Walter & to render a reasonable
Account of the same to the said Jonathan & Walter when he should be thereto
afterwards required. The said Solomon the often requested has
never rendered a reasonable Account to them or either of them but unjustly
detains the Damage of said Jonathan & Walter twenty pounds

This Case was commenced at the last Term of this Court when the Plaintiffs
appeared by John Stoker Esq their Atty & the Defendant by Moses Bliss Esq his
Atty & acknowledged himself to have been the Bailiff of the Plaintiffs during
the Time in their Declaration mentioned. Therefore it is considered
that said Solomon account with said Jonathan & Walter of the Time
aforesaid in which he was Bailiff of said Jonathan & Walter & that said
Solomon in Mercy because it hath not before accounted & that upon
the said Solomon made offer himself to account with the said
Jonathan & Walter for the Goods whereupon by the Consent of the said
Jonathan & Walter & the said Solomon, Jonathan Dwight Esq Thomas Dwight Esq
& Seth Pease were by the Court assigned Auditors to take & state the said Account & that the Case was continued to this Time &
now the said Parties appear, and the Auditors now send into Court
their Doings thereon viz "That said Solomon has not rendered a satis-
"factory Account of his Doings while Bailiff as aforesaid & that upon the
"present accounting of the said Solomon there is due & ought to be paid by
"said Solomon & said Morgan & Morley Co-partners Eighteen Hundred
"weight & Eleven pounds of the merchandize & Damages & Costs
of Suit taxed at £ 5-6-5 & Interest &c Given in May 30th 1723 —

and Isaac Brewer Father of the Demandant to say that he [illegible]
[illegible] was seized of the Mansage and Tract of Land [illegible]
in his own right in fee and Time out of Mind [illegible]
and whereas Daniel Magnusson by a certain Judgment dispossessed Isaac [illegible]
Right Heirs forever of Isaac demanded the Tenements [illegible]
perfect Joint Tenants of the Freehold of the Demandants one [illegible] half of said
demanded Premises and the said Solomon hath no Power to alienate
the Reversion or Fee of said Premises [illegible]
Holds out the Demandants to their Damage eighteen pounds —
which Case was continued from the last Term to this Time and now the Tenant
appeared and the said Solomon being called came into Court
makes Default of Appearance Therefore it is considered by the Court
that said Demandants do recover against said Solomon Possession of the
demanded Premises and Costs of Court taxed at £ [illegible]
and Execution [illegible]

Moses Hayes of Southwick in the County of Hampshire Yeoman Plaintiff [illegible]
and Stephen Kent of the same Town Yeoman Defendant in a Plea of Trespass [illegible]
Large sets forth in the Declaration on File &c. Which Case was continued [illegible] Jan 8th 1793
from the last Term to this Time and now neither Party appearing in
Court the Case is dismissed

Reuben Bligh of Springfield in the County of Hampshire Yeoman Plaintiff [illegible]
vs. William Legand of Westfield in the same County Esq. Defendant [illegible] Legand
of a Plea of Case for that said William at Springfield on [illegible] 1781 by his [illegible] Jan 8th 1793
Note for Value received promised to pay the said Reuben or Order on Demand
118 Spanish milled Dollars at two thirds of a Dollar with Interest [illegible]
said William has neglected and never paid the same but [illegible]
the Damage of said Reuben Eighty pounds — which Case was continu
ed from the last Term to this Time and now the Plaintiff appears and the Defendant
[illegible]

Execution May 30th 1793.

James Bull of Hatfield in the State of Connecticut [illegible]
mond Barron of Montague in the County of Hampshire [illegible]
[illegible] Plea of Trespass whereon a certain [illegible]
[illegible] lying in Montague
containing by Estimation [illegible]
James [illegible] Bordwell [illegible]
of Greenfield [illegible]
said Road [illegible]
Edwards Corner [illegible]
River [illegible] old Fence Bordered [illegible] said
Road [illegible]
[illegible]
[illegible] said Edmond hath [illegible]
[illegible] of said James twenty pounds [illegible] was continued
from the last Term of this Court to this Time and now the Plaintiff [illegible]
the Defendant being called to come into Court makes Default [illegible]
of the demanded Premises [illegible] said Edmond shall in [illegible] Time
one hundred sixty five pounds 2/11 — — [illegible] £2 17 3
Writ Dated [illegible] 1793

Lee v Tracey &c. Jun 25 1793

Miles Lee of Salisbury in the State of Connecticut Esqr. Admr. on the Estate of [illegible] Pelette late of Salisbury aforesaid Esqr. dec.d Plff v Nathaniel Tracey Yeoman and [illegible] Yeoman both of Chester aforesaid Defts in a Plea of the Case for that said Nathaniel & Tracey at Chester aforesaid on June 20 1787 by their Note for Value recd jointly & severally promised said Elisha [illegible] to pay him £6..2..6 [illegible] on Demand with Interest yet said Defts tho' requested by sd Elisha in his Life Time & by Plff since the Death of sd Elisha have not paid the same to either of them [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] of appearance [illegible] [illegible] considered by the Court that [illegible] [illegible] [illegible] [illegible] Judgment [illegible] [illegible] considered by the Court that [illegible] [illegible] [illegible] [illegible] [illegible] Costs [illegible] taxed at £ [illegible] 5 11 [illegible] [illegible] June 13. 1793.

[illegible] v [illegible] Jun [illegible] 1793

[illegible] of [illegible] in the County of Hampshire Yeoman [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Money before that Time by sd Moses had & recd to the Use of sd [illegible] & in Consideration thereof undertook & promised to pay him the same [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] to the Damage of said [illegible] fifty five pounds [illegible] [illegible] was commenced [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Country. And the Plff doth the same [illegible] [illegible] Jury at this Time returned impannelled & sworn to try the Issue [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Declaration [illegible] [illegible] [illegible] [illegible] And thereupon it is considered by the Court that [illegible] [illegible] recover against [illegible] [illegible] Twenty five pounds [illegible] Damages & Costs of suit taxed at £10.. [illegible] Whereupon the said Moses by his Attorney aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in [illegible] County of Hampshire [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] prosecuting his said Appeal with Effect &c.

Bartlett v Pepsoni Jun 28 1793

Daniel Bartlett [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] Jun [illegible] 1793

[illegible] [illegible] of Hadley in the County of Hampshire [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] for that said [illegible] at said Hadley on October 25th 1791 by his Note [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] paid the same [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] This Case was commenced [illegible] [illegible] Term of this Court & continued [illegible] [illegible] [illegible] [illegible] Porter Gent. his Attorney & the Defts by Simeon Strong Esqr. Gent. [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] he paid the Debt promised [illegible] [illegible] Damage [illegible] [illegible] And thereupon it is considered by the Court that [illegible] [illegible] [illegible] Money Damages & Costs of suit taxed at [illegible] [illegible] [illegible] June 8. 1793.

Jonathan Bailey [illegible]
Joseph Mouger [illegible]
[illegible]
[illegible]
[

Dwight vs Dickinson
Jan 25. 1793

Daniel Dwight of Deerfield in the State of Connecticut Yeoman Plff
Wells Dickinson of Deerfield in the County of Hampshire Gent Defendant Plea
in a plea of Trespass on the Declaration on file in which case was continued
from the last Term of this Court to this time and now at this time neither
party appearing the Case is dismissed

Hall & al vs Field
Jan 25 1793

John Hall & Joseph Taylor both of Greenfield in the County of Hampshire Merchants Plffs
Elias Field of Conway in the same County Yeoman Defdt
in a plea of the Case for that said Field of Greenfield aforesaid on
August 31st last was justly indebted to the Plffs in the sum of seven pounds
thirteen shillings for merchandize sold & delivered & then & there in consideration
thereof promised the Plffs to pay them the same on Demand yet he said
never paid the same tho requested but neglects so to do to the Damage of said
Hall & Taylor twelve pounds - which Case was commenced at the last
Term of this Court & continued to this time & now the Plffs appears & the
Defdt tho duly called to come into Court makes Default & of his appearance herein
Wherefore it is considered by the Court that said Hall & Taylor do recover
against said Field seven pounds thirteen shillings for damages & Costs of
suit taxed at 2 dollars & 1 cent &c Recd May 29. 1793

Stockwell vs Fenno
Jan 25. 1793

Jno Stockwell Junr of Hadley in the County of Hampshire Yeoman Plff
vs James Fenno of Williamsburgh in the same County Trader Defdt
in a plea of the Case for that said James at Hadley on February 3d 1792
in consideration of the sum of eight pounds in good merchantable Rye by September next to be delivered
to said Plaintiff promised to deliver said Plaintiff the said James then & there requested said
Plaintiff promised to pay the same on Demand yet he said James tho requested said
Plaintiff neglects so to do to the Damage of said Plaintiff twenty pounds
This Case was commenced at the last Term of this Court & continued to this
Time & now at this Term the Plaintiff appears & the Defendant tho duly called to come into Court
makes Default of his appearance herein Wherefore it is considered by the Court that the
said Plaintiff do recover against the said James eight pounds Lawful money
damages & Costs of suit taxed at 2 dollars 11 & three cents
Recd May 30. 1793

Johnson vs Mitchell
Jan 25 1793

Samuel Johnson Junr of Southwick in the County of Hampshire Yeoman Plff
vs Moses Mitchell of the same Southwick Yeoman Defdt in a plea of the
Case for that the said Defendant on &c Case was commenced at the
last Term & continued to this time & now neither party appearing the
Case is dismissed

Sullivan & al vs Porter & al
Jan 25 1793

Jonathan Sullivan of Boston in the County of Suffolk Esqr & Oliver Porter of
Southwick in the County of Hampshire Yeoman surviving Executors of the
last will & Testament of Samuel Porter late of Deerfield in the County of Hampshire Yeoman deceased
vs Samuel Porter of the said Deerfield in the County of Hampshire aforesaid Yeoman
in a plea of the Case on Promises for that the said Defendants on the
Twenty fourth day of December A.D. 1790 at Deerfield aforesaid promised
to pay to the said Plaintiffs twenty pounds lawful money on demand
yet the said Defendants tho requested neglect so to do to the damage of the said Plaintiffs
twenty pounds - This Case was commenced at the last Term of this Court & continued to
this time & now at this Term the Plaintiffs appears & the Defendants tho duly called to come into Court
makes default of their appearance herein Wherefore it is considered by the Court that the
said Plaintiffs do recover against the said Defendants twenty pounds lawful money
damages & Costs of suit taxed at 2 dollars 11 & three cents
Recd May 30. 1793

Commonwealth vs Reynard
Jan May 1793

Commonwealth of Massachusetts Plff
vs Jonathan Reynard of Deerfield Defdt
in a plea of the Case for that the said Defendant on the Twenty fourth day of
December A.D. 1790 at Deerfield aforesaid promised to pay to the Commonwealth
aforesaid twenty pounds lawful money of Massachusetts on demand yet he
the said Defendant tho requested neglects so to do to the damage of the Commonwealth
twelve pounds - This Case was commenced at the last Term of this Court & continued to
this time & now at this Term the Plaintiff appears & the Defendant tho duly called to come into Court
makes default of his appearance herein Wherefore it is considered by the Court that the
said Commonwealth do recover against the said Defendant twenty pounds lawful money
damages & Costs of suit taxed at 2 dollars 11 & three cents
Recd May 30. 1793

[illegible] Court held in and for the County of Hampshire [illegible]
Peter Pratt of Norwich in the State of Connecticut Esq. that by the Consideration
of the Court holden at Northampton in the County of Hampshire on the first
Tuesday of September last past recovered Judgment against Elijah Pratt
& Daniel McKinney Yeomen late of Hadley in the County aforesaid
Administrators on the Estate of Jacob McKinney late of Hadley in the State
of Connecticut Yeoman dec'd & in said County for £1[illegible] & [illegible] Damages
& [illegible] Costs of Suit & that on the 12 September 1[illegible] last & Feb. 2 [illegible]
sued out an Execution on the same Judgment against the Goods & Estate
lel or Lands of the said Jacob in the hands of said Admr directed to the
Sheriff of which they delivered to William Ballard Deputy Sheriff &
to serve & return &c. that said William on December 19th last returned
the same Execution into the Clerk's Office of Hampshire County in the Peti-
tioners following viz "Hampshire ss Dec. 19. 1[illegible] Thereby Virtue of
"this Execution I made search for the Goods & Estate of Jacob McKinney within
"mentioned & could not find either & made search for written mentioned
"Admr to demand the Estate & could not find either Therefore I set
"over the Execution wholly unsatisfied William Ballard Dep. Sheriff
And the Petitioners suggest that said Elijah & Daniel have secreted the
Goods & Estate of the said Jacob to the Value of the Damages & Costs aforesaid
so that no Goods or Estate of the said Jacob can be found to satisfy the said
Judgment & they therefore pray a Remedy &c & that the said Elijah & Daniel
may be summoned to shew Cause why the Petitioners should not
have Execution for the Recovery of the Contents of said Judgment against
the proper Goods & Estate of the said Elijah & Daniel & in default thereof
against their several Bodies &c. [illegible]
[illegible] the said Elijah & Daniel the
[illegible] called to come into Court make Default & suffer same here
Therefore it is considered by the Court that said Peter recover against the said Elijah & Daniel twenty nine pounds nine
shillings & one penny &c. Damages & Costs of this action &c.

Greenfield May 30. 1793

Olive Wright of Springfield in the County of Hampshire Spinster Plaintiff
Daniel Chapin of the same Springfield Yeoman Defendant in a Plea of the Case
for that whereas on the 1st day of May A.D. 1793 at Springfield aforesaid
& unmarried in consideration that said Olive the Plaintiff at the request of said
Daniel then & there promised the said Daniel that she would take
the said Daniel to be her Husband he said Daniel undertook & then & there
faithfully promised the said Olive that he would take her to be his wife & altho
the said Olive confiding in the aforesaid promise & undertaking of said
Daniel hath always from thence hitherto remained & continued
ready & willing to take the said Daniel for her husband yet the said Daniel
not regarding his aforesaid promise & undertaking but contriving
fully contriving & intending the said Olive to deceive & defraud the said Olive
in this behalf hath not yet taken the said Olive to be his wife altho
often requested but hath always refused so to do & afterwards to wit
on February now last past aforesaid took to his wife one
Mary Ann contrary to his aforesaid promise & to the damage of
said Olive the sum of Fifty pounds &c. The Deft appears by
John Hooker Esq. his Atty & the Pltff by Simeon Strong Esq. his Atty
comes & defends &c. & for Plea says he never promised in manner & form
as the said Olive in her Declaration he alledges & thereof puts himself on
the Country and the said Olive doth the same &c. & Pltff & Pltff

[illegible]

Allen & Stanley & Stow
p. 2

Joseph Allen of Pittsfield in the County of Berkshire Gent. Plaintiff
[illegible] on a Promissory Note in a Plea of the Defendant Silas Allen
Defendant in a Plea of the Case whereon said Joseph complains for that said Silas at
Pittsfield viz at Northampton on October 15th 1788 by his Note in Value received
promised said Joseph to pay him or Order £[illegible] L.M. in a good Store or
Neat Stock by January 1st 1789 to be delivered at the Dwelling House of said
Lord Baron in Pittsfield Interest settled — Yet said Silas the Defendant
has never paid the same but neglected & refused Payment of said Joseph Allen
[illegible] Plaintiff [illegible] Time [illegible] called to come into Court
make Default which Default is [illegible] wherefore it is considered by the Court
that said Joseph do recover against said Silas fourteen pounds eleven shillings
L.M. in Damages & Costs of Suit taxed at £14.13.2 [illegible]
Recorded April 1793

Lewis Brown & Condon
p. 5

Samuel Lewis of Boston the County of Suffolk & [illegible] Lewis of [illegible]
[illegible] Bernard Brown
[illegible] Plaintiff in a Plea of the Case for that the Defendant
at Boston aforesaid on November 29th 1791 by his Note for Value received
promised the said Plaintiff to pay them or Order £31.5.2 L.M. on Demand with
[illegible] Plaintiff has never paid the same but neglected & refused
the Damage of said Plaintiff £5 — The Defendant appeared & the Defendant
[illegible] called to come into Court make Default which Default appearance are adjudged
there & is considered by the Court that said Samuel Lewis do recover
against said Bernard Thirty two pounds seventeen shillings & [illegible] pence
lawful Money Damages & Costs of Suit taxed at £[illegible] [illegible]
Recorded May 29 1793

Hall & al & Bissel
p. 6

[illegible] Hall & Joseph Hall of Greenfield in the County of Hampshire
Traders [illegible] Jonathan Maxwell Bissel of Greenfield aforesaid Yeoman
[illegible] Plaintiff in a Plea of the Case for that said Jonathan of Greenfield aforesaid
on the 13th day of December [illegible] Note [illegible] promised the said Plaintiff to
pay them or Order £[illegible] 3 on Demand with Interest [illegible] that said
Jonathan of Greenfield aforesaid on Feb. 19 1793 was and is indebted to the
said Plaintiff [illegible] which he promised to pay them on Demand [illegible]
[illegible] make Default of Appearance
here [illegible] considered by the Court that said Plaintiff do recover
against said Jonathan [illegible] Damages & Costs of Suit taxed at £1.12.5 & Interest &c
Recorded May 29 1793

Warren & Spencer

[illegible] Warren of Worcester Yeoman Plaintiff [illegible]
[illegible] Spencer [illegible]
[illegible] called to Court [illegible] Default appearance made [illegible] considered
by the Court that said [illegible]
taxed at £[illegible] 3.2 & Interest &c
Recorded June 7 1793

Chapman & Sark
p. [illegible]

[illegible] in the County of Hampshire Gent. [illegible]
[illegible] 29th 1791
[illegible] Plaintiff
[illegible] Damage [illegible] forty pounds
[illegible] considered by the Court that

said Hazelett do recover against the said Dunlap Twenty Shillings damages & Costs of Suit taxed at £2.1.7

Whereupon the said Dunlap by Court & Porter his Atty. in Fact comes & prays an appeal from the judgment of Peter Dunlap & the same is adjudged to be rendered & granted to the County of Hampshire on the fourth Tuesday in September next & he the said Dunlap with Thomas Porter & Isaac Porter his Security in said Appeal with 8 Pounds &c

Hazelett
v
Dunlap
p. 11

Plat Hazelett of Greenfield in the County of Hampshire Trader Plaintiff in Debt against Ebenezer Bacon late of Charlemont aforesaid Labourer Defendant in a Plea of the use of Edward Giles of Greenfield aforesaid Trader in the sum of £5.3.5 & 1/2 according to the memorial by the Plaintiff in Consideration thereof promised the said Defendant to pay him the same on demand which the said Defendant has not paid the same but neglected & refused to the Damage of the said Plaintiff Twenty pounds The Defendant the time called to come into Court makes Default of Appearance Wherefore it is considered by the Court that the said Plaintiff do recover against the said Defendant Twenty pounds & Twelve Pence for his Damages Costs of Suit taxed at £1.10.0 & Execution

Record of Mary 31. 1793

Hazelett
v
Bacon
p. 12

Edward Giles of Charlemont in the County of Hampshire Yeoman Plaintiff against Ebenezer Bacon late of Charlemont aforesaid Labourer an absent and absconding Debtor & George Bunnor of the same Charlemont Trader Legatee of the Ebenezer Debtor in a Plea of the use of Ebenezer late of Charlemont on Feby 22d 1793 was indebted to the said Edward in the sum of £5.12.0 & 1/2 for goods by him sold & delivered to the said Ebenezer which he promised to pay him on Demand which the said Ebenezer has not paid the same but neglected & refused to the Damage of the said Edward Ten pounds The Defendant appears & the said George being the time called to come into Court makes Default of Appearance here & it is considered by the Court that the Cause be continued to the next Term &c

Giles
v
Bacon
p. 13

Margaret Foster of Charlemont in the County of Hampshire Spinster Plaintiff against Daniel Morse of Shelburne in the same County Yeoman Defendant in a Plea of the Case for that the said Daniel at Charlemont on January 11th 1790 by his Note for Value received promised the said Plaintiff to pay her £12 & 1/2 in Neat Cattle on or before October 10th then next & also for that said Daniel at Shelburne on January 11th aforesaid by his other Note for Value received promised Margaret to pay her £10 & 1/2 in neat Cattle on or before October 10th then next yet said Daniel the requested has never performed either his Promises aforesaid but neglected it to the Damage of said Margaret Thirty pounds

Foster
v
Morse
p. 14

The Defendant appears & the Defendant the time called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Margaret do recover against the said Daniel Eleven pounds Seven Shillings & Four pence & 1/2 Damages & Costs of Suit taxed at £1.10.0 & Execution

Record of Mary Term 7. 1793.

Samuel Bolkwood of Conway in the County of Hampshire Yeoman Plaintiff against Edward Pease of the same Conway Yeoman Defendant in a Plea of the Case for that said Edward on April Tenth 1793 by his Note for Value received promised said Samuel to pay him or Order £1.4.0 on Demand which Note the said Edward has not paid yet said Edward has neglected & refused to perform his said promise to the Damage of Samuel Ten pounds The Defendant appears & the Plaintiff being called to come into Court makes default

Bolkwood
v
Pease
p. 15

Wherefore it is considered by the Court that said Samuel do recover against said Edward Nine pounds eight Shillings & Sixpence & 1/2 Damages Costs of Suit taxed at £1.10.0 & Execution

Record of Mary Term 7. 1793

Redfield vs Mathew No. 17.

Ebenezer Redfield of Conway in the County of Hampshire Yeom. Pltff. vs. Zephaniah Mathew of Deerfield in the County of Hampshire Yeom. Deft. in a Plea of the Case for that said Zephaniah at Conway on June 26th 1790 by his Note for Value rec'd promised said Ebenezer to pay him £18.9.0 Lawf. on Demand with Interest yet said Zephaniah tho requested hath not performed his said Promise but neglects & refuses to do it to the Damage of said Ebenezer twenty pounds. The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance. Wherefore it is considered by the Court that said Ebenezer do recover against said Zephaniah Twelve pounds fifteen shillings & seven pence in Damages & Costs of Suit taxed at £1.15.1 & thereof &c.

Recov. ff. May 29th 1793

Gates vs Gates No. 18.

Luke Gates of Chesterfield in the County of Hampshire Yeom. Pltff. vs. Elijah Gates of Conway in the same County Yeom. Deft. in a Plea of the Case for that said Elijah at said Chesterfield on March 20th 1792 by his Note for Value rec'd promised said Luke to pay him Five pounds Lawf. in neat Cattle at Cash price on or before October 15th then next with Interest. Also for that said Elijah at said Chesterfield on March 20th 1792 by his other Note for Value rec'd promised said Luke to pay him on Order one pound Lawf. on or before October 1st then next with Interest. Yet said Elijah tho requested both notes not performed either of said Promises but neglects & refuses to do it to the Damage of said Luke Seven pounds. The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance. Wherefore it is considered by the Court that said Luke do recover against said Elijah Six pounds four shillings & three pence Lawf. Damages & Costs of Suit taxed at £1.5.3 & thereof &c.

Recov. ff. June 7th 1793

Frost vs Williams No. 20

Isaac Frost of Longmeadow in the County of Hampshire Yeom. Pltff. vs. Isaac Williams of Washington in the County of Berkshire Yeom. Deft. in a Plea of the Case for that said Williams at Northampton on September 3 last by his Note for Value rec'd promised said Frost to pay him £7.19.5 Lawf. on Demand with Interest yet said Williams tho requested has never paid the same but neglects & refuses to do it to the Damage of said Frost twelve pounds. The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance. Wherefore it is considered by the Court that said Frost do recover against said Williams Eight pounds six shillings & five pence Lawf. Money Damages & Costs of Suit taxed at £1.12.9 & thereof &c.

Recov. ff. May 30 1793

Wallbridge vs [illegible]

Elizabeth Wallbridge of Springfield in the County of Hampshire Yeom. Pltff. vs. Ephraim [illegible] of Springfield aforesaid Yeom. Deft. in a Plea of the Case for that said Ephraim at said Springfield on [illegible] by his Note for Value rec'd promised said Elizabeth to pay her Five pounds in Grain or [illegible] continued two years with Interest. Yet said Ephraim tho requested has never paid the same but neglects & refuses to do it to the Damage of said Elizabeth Six pounds. The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance. Wherefore it is considered by the Court that said Elizabeth do recover against said Ephraim Five pounds fourteen shillings & four pence Lawf. Damages & Costs of Suit taxed at £1.2.3 & thereof &c.

Recov. ff. May 30 1793

Worthington & al vs Lindall No. 22

Silas Worthington of Springfield in the County of Hampshire Yeom. Pltff. & [illegible] of Hartford in the County of Windham in Connecticut Yeom. Pltff. in a Plea of the Case for that said Lindall at said Springfield on [illegible] by his Note for Value rec'd promised said Silas & [illegible] to pay them or Order [illegible] on or before [illegible] with Interest. Yet said Lindall tho requested has never paid the same but neglects & refuses to do it to the Damage of said Silas [illegible] pounds. The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance. Wherefore it is considered by the Court that said Silas do recover against said Samuel Eighteen pounds eleven shillings & [illegible] pence Lawf. Damages & Costs of Suit taxed at £[illegible] & thereof &c.

Recov. ff. May 29th 1793

William Thorx of Hartford in the State of Connecticut Yeoman Pltff. Abraham Day of Chester in the County of Hampshire Gent. Defendant called Pltff in a Plea of the Case for that said Abraham at Hartford viz at Northampton on January 17th 1786 by his Note for Value rec'd promised the Pltff to pay him Seven pounds lawful silver money by May 1. then next with Interest Yet said Abraham the requested has never paid the same but neglects & refuses to the Damage of said William Ten pounds. The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that said William do recover against said Abraham Seven pounds five shillings & six pence for his Damages & Costs of Suit expended & the Pltff hath Execution Execution issued June 6. 1793

Thorx vs Day No 35

Jesse Bacon of Westfield in the State of Connecticut & Silas Bacon of Stephentown in the State of Massachusetts Husbandmen & Partners Pltffs in Partnership in the County of Berkshire Gent. Pltffs in a Plea of the Case for that said Jesse & Silas at Stephentown viz at Stephentown on January 2. 1789 by his Note for Value rec'd promised the Pltffs to pay them £34. 2. 2 New York Currency in Twenty days or the Interest after that time Yet said Roland the requested has never paid the same but neglects & refuses to the Damage of said Pltffs forty pounds — The Pltffs appear & the said Roland the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Pltffs do recover against said Roland Forty two pounds three shillings & four pence for his Damages & Costs of Suit expended £2. 11. 3 & Execution issued June 6. 1793

Bacon & al vs Roland No 35

Nathaniel Gorham of Charlestown in the County of Middlesex & Peter Phelps of Lyme in the State of Connecticut Gent. Pltffs vs Moses Hayden of Conway in the County of Hampshire Physician & al Defts in a Plea of the Case for that said Moses & others at Conway on January 16th 1789 by their Note for Value rec'd promised the Pltffs to pay them £136 L.M. on or before April 1st 1790 with Interest Also for that said Moses & others with the same 16th of January by their other Note for Value rec'd promised the said Pltffs to pay them £136. 8. 0 on or before April 1st 1791 with Interest Yet said Moses & others the requested have not paid the Contents of either of said Notes but neglect & refuse to the Damage of said Gorham & Phelps five hundred pounds — The Pltffs appear & the said Moses the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Gorham & Phelps do recover against said Moses Three hundred twenty seven pounds seven shillings & five pence L.M. Damages & Costs of Suit taxed at £ 2. 11. 1 & Execution issued

Execution vs Hayden only issued July 6. 1793

Gorham & al vs Hayden & al No 30

Seth Wetmore of Westfield in the County of Hampshire Merch. Pltff vs Elijah Hough of Southwick in the same County Gent. Defdt in a Plea of the Case for that said Elijah at said Westfield on October 25th last by his Note for Value rec'd promised one Joseph Lyman to pay him or Order £3. 16. 10 L.M. on Demand with Interest & afterwards on the same Day the said Joseph by his Indorsement on said Note ordered the Contents thereof to be paid to the Pltff for Value rec'd & said Elijah then & there promised the Pltff to pay the same to him according to the order for that said Elijah on January 14th last by his other Note for Value rec'd promised said Seth to pay him or Order £3. 0. 6 L.M. on Demand with Interest Yet said Elijah the requested has never paid either the Notes aforesaid but neglects & refuses to the Damage of said Seth Ten pounds The Pltff appears & the Defdt the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Seth do recover against said Elijah Seven pounds one shilling & three pence L.M. Damages & Costs of Suit taxed at £ 1. 14. 3d & Execution issued

Execution issued June 6. 1793

Wetmore vs Hough No 44

Sprague
vs
Tracy et al.
Ex. 47

John Sprague of Lancaster in the County of Worcester Esq. Plaff. Nathaniel Tracy Abiel Tracy & Isaac Bissel all late of Chester in the County of Hampshire Yeo. in Debt in a Plea of the Case for that the said Nathl. Abiel & Isaac of said Northampton on January 25. 1793. being indebted to the Plaff. in the sum of English pounds eighteen shillings according to the tenor & date thereof in consideration thereof promised the Plaff. upon their request to pay the same on demand yet the said Defts. the requested have never paid the same but neglected & refused so to do to the damage of the said Plaff. Twenty pounds — The Plaff. appears & the Defts. being three times called to come into Court make Default of appearance here. Whereupon it is considered by the Court that said John do recover against said Nathaniel Abiel & Isaac Eighteen pounds eighteen shillings for damages & Costs of Suit taxed at £ & thereof &c —

Norton
vs
Watkins et al
Ex. 48

Joshua Norton of Athol in the County of Worcester Yeoman Plaff. Solomon Watkins & Thomas Brewer both of Orange in the County of Hampshire Yeomen in a Plea of Trespass to shew cause why the demands against the Defts. Solomon & Thomas the Defts. upon of a Parcel of Land lying in Orange aforesaid containing by Estimation forty four acres with the Buildings thereon & appurtenances bounded as follows & Bars on the West side of the County road near Barzar Barrows Dwelling House & the Corner of Silas Marbles Land runs West by s. Marbles land 180 rods to a Stake & Stones thence Easterly by s. Lords land & said Road thence northerly on said Road to the first mention'd Corner. & saith that on August 21st 1791 one Samuel Hemingway by his Deed of Bargain & Sale duly executed acknowledged & recorded sold & conveyed the demanded premises with the appurtenances to the Plaff. & thereupon s. Joshua became seized & possessed thereof in his Demesne as of fee & being so seized thereof the said s. John & Thomas daily have ousted & dispossessed the Plaff. & still hold him out to the Damage of the said Joshua Twenty pounds. The Plaff. appears & the Defts. being three times called to come into Court make Default of appearance here. Whereupon it is considered by the Court that said Plaff. recover possession of the demanded premises with his Costs of Suit taxed at £ 1.60. & Damages of Twenty pounds.

Worcester July 23d 1793

Tendall
vs
Lawson
No. 50

Levi Tendall of Richmond in the State of New Hampshire Yeoman Plaff. vs. Levi Lawson of Mendon in the County of Worcester Yeoman Defdt. in a Plea of the Case for that said Lawson at Rochester aforesaid on April 1st 1793 was indebted to the Plaff. in the sum of £ 20 for so much money before that time by said Lawson had received to the Plaff. use & in consideration thereof promised the Plaff. to pay him the same on demand yet said Lawson the said Defdt. the same but neglects & refuses to the damage of said Tendall Twenty pounds. The Plaff. appears & the Defdt. being three times called to come into Court & make default of appearance here. Whereupon it is considered by the Court that said Tendall recover against the said Lawson Thirteen pounds two shillings & six pence money damages & costs of suit taxed at £ & thereof &c.

Worcester June 22. 1793

Mason
vs
Ewing
No. 51

Jonathan Mason of Warwick in the County of Hampshire Minister Plaff. vs. William Ewing of the same County Yeoman Defdt. in a Plea of the Case as is set forth in the Writ. Whereupon the said appearing the Cause is discontinued.

Lawrence
vs
Parker
No. 52

Samuel Lawrence of Westfield in the County of Hampshire Yeoman Plaff. vs. Jonathan Parker of the same County Yeoman Defdt. in a Plea of the Case for that the said Defdt. on February 15th 1793 promised one Joseph Lawrence a man of color [illegible] promised the said Lawrence the Defdt. [illegible] of the said Joseph [illegible] in consideration [illegible] the said Lawrence the required [illegible] neglects & refuses to the damage of the said Lawrence Seventy pounds.

The Defdt. appears & the Plaff. being three times called to come into Court make default of appearance here. Whereupon it is considered by the Court that said Lawrence recover against said Parker Twenty pounds & Damages & costs of Suit taxed at £ & thereof &c.

Worcester June 8. 1793

Whereupon Jacob of Guildford in the County of Surrey Clerk Peter Isaac Brown
and Thomas Dickinson in the County of Hants Defendants in the Plea of the Case
whereof the said Isaac and Partners [illegible] Jacobs
[illegible] Brown
[illegible] p. 53
[illegible] neglected to the Damage of the said Jacob Fifteen pounds [illegible]
appearance were Wherefore it is considered by the Court that the said Jacob
do recover against the said Isaac [illegible] pounds [illegible]
[illegible] Damages & Costs of Suit taxed at £1 13 11 & Thereof &c

Exon. 8th June 1793

John Barnett of Mortlake in the County of Surrey Plaintiff at
William Shingland late of Bermondsey in the County aforesaid Gent. Barnett
Defendant in the Plea of the Case for that the said William at Worth in the aforesaid vs. Shingland
on December 30. 1790 by his Note for Value received promised the Plaintiff p. 54
upon demand to pay him £5. 6. 0 [illegible] Order
the said William the requested has never paid the same but neglected to
the Damage of said John Fifteen pounds — The Plaintiff appears
& the Defendant the three times called to come into Court makes Default of
appearance here Wherefore it is considered by the Court that the said John
do recover against the said William Seven pounds nineteen shillings & two
pence for his Damages & Costs of Suit taxed at £1 12 10½ & Thereof &c

Exon. 8th June 1793

Isaac Dale of Mortlake in the County of Surrey Plaintiff v. Nathaniel
Pitt of Kimbolton in the same County Gent. Defendant in the Plea of the Case for Dale
that the said Nathaniel at Kimbolton aforesaid on December 1st 1790 by his vs.
Note for Value received promised the Plaintiff to pay him on Order £11. 2. 0 Pitt
on Demand [illegible] the said Nathaniel the requested has p. 55
never paid the same but neglected to the Damage of the said Isaac
Twenty pounds — The Plaintiff appears & the Defendant the three times
called to come into Court makes Default of Appearance here Wherefore
it is considered by the Court that the said Isaac do recover against the
said Nathaniel Twelve pounds eight shillings & three pence for his Dama
ges & Costs of Suit taxed at £1 6. 5 & Thereof &c Exon. 8th June 1793.

Noah Morgan of Mortlake in the County of Surrey Plaintiff v. Eli Morgan
Barnes & Noah Barnes both of Mortlague in the same County Yeomen vs.
Defendants in the Plea of the Case for that the said Eli & Noah Barnes at Worth Barnes & al
aforesaid on January 30 1791 by their Note for Value received promised the p. 57
Plaintiff to pay him £15. 8. 0 & 2 on Demand [illegible] the said Eli & Noah
Barnes the requested have never paid the same but neglected to the
Damage of the said Morgan Twenty pounds — The Plaintiff appears & the Defendants
the three times called to come into Court make Default of Appearance
here Wherefore it is considered by the Court that said Morgan do
recover against said Eli & Noah Barnes Twelve pounds Seventeen Shil
lings & Five pence for his Damages & Costs of Suit taxed at £1 11. 11
& Thereof &c

Exon. 8th June 1793

Selah Barnard of Kingston in the County of Surrey Gent. Plaintiff v. Barnard
Philip Sotheby & Christian Kemp all of Worthington in the County of Surrey vs.
Merchants Co-partners [illegible] Plaintiff
[illegible] on October 27 1789 by their Note for Value received promised the p. 58
jointly & severally to pay him on or in Order [illegible]
£1 Mo on or before October 27 1790 in good [illegible] and Selah [illegible]
ing House in Deptford aforesaid [illegible]
[illegible] the same but neglected to the Damage of the said Selah Seventy
pounds — The Plaintiff appears & the Defendants the three times called to come into
Court make Default of Appearance here Wherefore it is considered by
the Court that said Selah do recover against the said Sotheby & Kemp
Sixty pounds fourteen shillings & five pence for his Damages & Costs of Suit
taxed at £1 12 10½ [illegible]
come into Court & plead [illegible]
[illegible]

Enary
vs
Wilson
No. 61

Seth Enary of Whately in the County of Hampshire Gent. Pltff. Michael Wilson of Rowe in the same County Yeoman Deft. in a Plea of the Case for that said Michael at Whately aforesaid on May 10 1788 by his Note for Value received promised said Seth to deliver him in said Whately the value of Nine pounds L.M. in Neat Cattle or Grain at Merchants Prices November 1st then next Yet said Michael tho requested has never performed his said Promise but neglects so to do to the Damage of said Seth twenty pounds. The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Seth do recover against the said Michael Nine pounds nine shillings & four pence L.M. Damages & Costs of Suit taxed at £ [illegible] & Execution &c

Recon. of Rec. June 24 1793

Enary
vs
Wilson
No. 62

Seth Enary of Hudson in the State of New York Gent. Pltff. Michael Wilson of Rowe in the County of Hampshire Yeoman Deft. in a Plea of the Case for that said Michael at Rowe aforesaid on February 21 1792 by his Note for Value received promised said Seth to pay him or order £8.18.0 on Demand with Interest Yet said Michael tho often requested has never paid the same but neglects so to do to the Damage of said Seth sixteen pounds. The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Seth do recover against said Michael Nine pounds nine shillings & four pence L.M. Damages & Costs of Suit taxed at £ [illegible] & Execution &c

Recon. of Rec. June 24 1793

Smith
vs
Barwell
No. 65

Seth Smith of Whately in the County of Hampshire Merch. Pltff. in a Plea of the Case for that said Ebenezer & Asa Barwell both of Whately aforesaid Yeomen Defts. on August 16 1791 by their Note for Value received promised said Seth to pay him or Order £8.12.0 L.M. on Demand with Interest Yet said Defts tho requested have never paid the same but neglect so to do to the Damage of said Seth sixteen pounds. The Plff appears & the Defts tho three times called to come into Court make Default of appearance here. Wherefore it is considered by the Court that said Seth do recover against said Defts Nine pounds eight shillings & nine pence L.M. Damages & Costs of Suit taxed at £ [illegible] & Execution &c

Recon. of Rec. June 24 1793

Thompson
vs
Thompson
No. 69

[illegible] appears & moves for his Costs and it is considered [illegible] Noah his Costs taxed at £ [illegible] & Execution &c

Recon. of Rec. [illegible] 1793

[illegible]

[illegible] Damages & Costs [illegible] judgment is still in [illegible] have received [illegible] tho requested has never paid the same [illegible] pounds. The Defendant appears & the Deft tho three times called to come into Court makes default of appearance here. Wherefore it is considered by the Court that the said Clark do recover against the said Brown [illegible] & Costs of Suit taxed at £ [illegible] & Execution &c

Recon. of Rec. June 25 1793

Samuel M'Allen in the State of Connecticut Esq. Plff. v. Samuel Griggs late of Belchertown in the County of Hampshire Cordwainer Defdt. in a Plea of Debt in that said Samuel by the Consideration of William Scott Esq. Just. Pac. on November 6. 1788 recovered a Judgment against said Samuel for £4.6.4 L.M. Damages & £1.6.2 Costs - which Judgment remains in force not reversed or satisfied whereby the sum accrues to said Samuel to demand & have of s.d Samuel the sum aforesaid & Interest thereon said Samuel the requested & has never paid the same but neglects & refuses to the Damage of said Samuel twelve pounds - The Plff appears & the Defdt the three Terms called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said Samuel do recover against the said Samuel & Costs of Suit taxed at £2 & Plff. of &c.

M'Allen v. Griggs No. 73

John Shireland of Boston in the County of Suffolk Merch.t Plff. v. John M'Nitt of Grove in the County of Hampshire Husbandman Defdt. in a Plea of the Case for that said M'Nitt at Brimfield on February 4th 1792 by his Note for Value received promised s.d Shireland to pay him £6.18.7 L.M. on Demand with Interest & s.d M'Nitt the often requested hath never paid the same but neglects & refuses to the Damage of said Shireland fourteen pounds. The Plff appears & the Defdt the three Terms called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Shireland do recover against s.d M'Nitt seven pounds nine shillings & three pence lawful Money Damages & Costs of Suit taxed at £2.15.3 & Plff. of &c.

Shireland v. M'Nitt No. 74

Execution May 28 1793

Nathaniel Danielson of Brimfield in the County of Hampshire Esq.r & Thomas Anderson of Monson in the same County Executors of the Estate of Timothy Danielson Esq.r late of s.d Brimfield deceased Plff. v. Michael Wilson Millwright & John M'Nitt Husbandman both of Grove in the County of Hampshire Defdts in a Plea of Debt for that said Timothy in his Life time by the Consideration of this Court at September Term 1788 recovered Judgment against said Michael & John for £34.12.8 L.M. Damages & £1.6.1 Costs which Judgment remains in full force not reversed or satisfied whereby Action accrues to the said Admrs to have & demand of said Defdts the sums aforesaid - Yet s.d Defdts the requested have never paid the same but neglect & refuse to the Damage of said Admrs Forty pounds - The Plff appears & the Defdts the three Terms called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Nathaniel & Thomas do recover against s.d Michael & John Thirty one pounds five shillings & one penny L.M. Debt & Costs of Suit taxed at £1.17.4 & Plff. of &c.

Danielson & Admrs v. Wilson No. 75

Execution May 28 1793

Luke Bliss of Springfield in the County of Hampshire [illegible] Plff. v. Colton of Longmeadow in the County [illegible] Defdt. in a Plea that he the said Defdt in the County aforesaid on the [illegible] day of November 1783 by his Note [illegible] promised to pay him £30 which he David Alvord of Springfield on November 2d 1783 by his Note [illegible] promised to pay David Bliss & Luke in consideration of [illegible] which Note David Alvord & David the requested have never paid the same but neglect & refuse to the Damage of said Luke Thirty pounds. The Plff appears & the Defdt the three Terms called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Luke do recover against s.d Alvord & David Sixteen pounds [illegible] Damages & Costs of Suit taxed at £1.8.7 & Plff. of &c.

Bliss v. Colton No. 76

Execution May 29. 1793

Blisset vs Hancock No. 78

Luke Bliss of Springfield in the County of Hampshire Gent. Pltff. Saber Hancock of Longmeadow in s.d County Yeoman Deft. in a Plea that he owe[s] the sum of £25 with Costs for Luke he owes & from time unjustly detains whereupon s.d Luke declares that said Saber at Springfield aforesaid on October 30th 1765 by his Bond under his hand & Seal acknowledged himself to be held & bound to said Luke & the Lawful Money aforesaid Each sum declared in the Sum of £25 to be paid whenever after he should be thereto requested & said Saber tho requested has never paid the same but neglects & refuses to the Damage of said Luke Sixty pounds. The Pltff appears & the Deft tho three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Luke do recover against said Saber Seventy four pounds six shillings lawful money Damages & Costs of Suit taxed at £74-6-1 & Execution &c

Execution June 3d 1793

Cutler vs Hill No. 79

Luke Cutler of Longmeadow in the County of Hampshire Widow Pltff. Thomas King of Wilbraham in the same County Gent. Deft. in a Plea of the Case for that said Thomas at said Wilbraham on March 10 1782 by his Note for Value received promised the Pltff. to pay £13-3-4 & also on Demand with Interest & Costs tho requested has never paid the same but neglects & refuses to the Damage of said Luke Twelve pounds. The Pltff appears & the Deft tho three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Luke do recover against said Thomas Eighty pounds, four shillings Lawful Damages & Costs of Suit taxed at £4-4-1 & Execution &c

Execution May 29th 1793

Bassington vs Bolwood No. 84

Samuel Bassington of Worthington in the County of Hampshire Esq. Pltff. vs. Solomon Bolwood of Springfield in the same County Gent. Deft. in a Plea of the Case for that said Solomon at Worthington aforesaid on October 17th last by his Note for Value received promised the Pltff. to pay £112 in 30 days without Interest said Solomon tho requested has never paid the same but neglects & refuses to the Damage of said Samuel Two hundred pounds. The Pltff appears & the Deft tho three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Samuel do recover against the said Solomon Sixty pounds four Shillings & two pence & also Damages & Costs of Suit taxed at £105-2-11. Whereupon the said Solomon in his own proper person now here in Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Surety for his prosecuting the same to effect

Moulton & Parkhurst vs Saber No. 85

James Moulton of Norwich in the County of Hampshire Yeoman & Pltff. vs. Saber Parkhurst of Chesterfield in the same County Yeoman & Joseph King of Worthington in s.d County Yeoman Defts. in a Plea of the Case for that said Saber & Joseph at Chesterfield aforesaid on October 27th last by their Note for Value received promised said James to pay him Seventy pounds on or before March 1st then next with Interest & Costs tho requested have never paid the same but neglect & refuse to the Damage of said James Two hundred pounds. The Pltff appears & the Defts tho three times called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said James do recover against said Saber & Joseph Seventy pounds & also Damages & Costs of Suit taxed at £ [illegible] whereupon the said Saber & Joseph by their Attorney in Court appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & they recognize with Surety for Saber & Joseph prosecuting their said Appeal with Effect

[illegible]

Noah Reed of Cummington in the County of Hampshire Gent. [illegible] in a Plea of the Case [illegible] Note for Value received promised [illegible] Also

for that S. Chirner at Cummington aforesaid on the same day year & date aforesaid
to the Plff in the sum of Ten Shillings for so much Money then before that time
paid & received & in Consideration thereof promised to pay the Plff the same
sum on Demand. Yet S. Chirner tho requested has never performed either
of his promises aforesaid but the same to pay & do it to the Damage of said Plff
twenty pounds. The Plff appears & the Deft tho three times called to
come into Court makes Default of appearance here. Whereupon it is con-
sidered by the Court that said Plff do recover against S. Chirner five
pounds sixteen shillings & one penny & his Damages & costs of suit by him
expended ad £ 1.16.8 & Execution &c. Execution off June 10. 1793

Joseph Dodge & Roger Elder of Plymouth in the County of Hampshire Yeomen Plffs
Timothy Hadley late of Cummington Parish of Hadley in the County aforesaid
Yeoman Deft in a Plea of the Case for that S. Timothy at Hadley
on April 5. 1793 by his Note for Value rec'd promised S. Joseph & Roger
to pay them or Order £4.9.4 Lawful on Demand with Interest yet S.
Timothy tho requested has never paid the same but neglects & refuses
the Damage of said Joseph & Roger Nine pounds. The Plffs appear &
the Deft tho three times called to come into Court makes Default of
appearance here. Whereupon it is considered by the Court that said
Joseph & Roger do recover against S. Timothy Four pounds ten
shillings & two pence Lawful Damages & Costs of suit taxed at
£1.12.7 & Execution &c. Execution off June 8. 1793

Lydia Robbins of Amherst in the County of Hampshire Spinster Plff. L. Robbins
Joseph Robbins of the same Amherst Yeoman Deft in a Plea of Bowers &c as
is at large set forth in the Declaration on file &c. The Plff appears and J. Robbins
discontinues this action. The Deft appears &c. No. 93.

Moses Bliss & John Burk Jun. Yeomen both of Springfield in the County of Bliss & al
Hampshire Plffs v. William Scott of Palmer in the same County Esq. Deft Scott & al
in a Plea of Covenant broken for that it is witnessed that said William at No. 94
Springfield aforesaid on May 10. 1790 by his Deed sealed under his hand & seal
duly executed & registered & in Consideration of £17 Lawful paid him
by said Plffs granted & Bargained sold & conveyed to them a Tract of land
in said Springfield near Walls Bridge still containing 20 Acres bounding
Westerly on land of Joseph Sergo Northerly on land of Isaac Frost & others
on land of the Heirs of John Harris being 33 rods long & 40 rods wide so
sold the northerly Moiety thereof to said Moses & the Southerly Moiety to said John & their
Heirs & Assigns to their own use & said that said William did covenant & grant to
& with said Moses & John their Heirs & Assigns forever that he & until the
ensealing the said William was the true sole proprietor & lawful owner of
said granted premises & had good right to sell the same & free & clear
Incumbrances whatever & said Moses & Johnson said that said William
was not the true Owner of said Premises but one Violet Scott the then
Wife of said William was owner of a Moiety thereof as Tenant in common
with said William & after the Death of said Violet the same descended to her
Children & Heirs in fee & the same premises were not then free of all
Incumbrances but incumbered with the Claim of said Violet & by means
whereof said William his Covenant aforesaid hath broken & not kept to the
Damage of said Moses & John Twenty pounds. The Plffs appear &
the Deft tho three times called to come into Court makes Default of appearance
here. Whereupon it is considered by the Court that said Plffs do recover against the
said William Ten pounds Lawful Damages & Costs of suit taxed at £1.10.5
& Execution &c. Execution off May 29. 1793

Jonathan Dwight of Springfield in the County of Hampshire Esq. Plff Jonathan Dwight &c
v. Nathaniel Williams in the same County Esq. Deft Executor of Samuel Williams
late of Westhampton in the same County Esq. deceased in a Plea of the Case for that S. Samuel
Westhampton on May 15th 1781 by his Note for Value rec'd promised
the Plff & his Assigns to pay on Demand with Interest yet said
Samuel in his Life Time never paid the same nor the Plff said Times since
his Decease ever paid the same tho requested but neglects & refuses the Damage of the
said Jonathan Twenty pounds. The Plff appears & the Deft tho called makes Default
of appearance wherefore it is considered by the Court that said Jonathan do recover against
S. Samuel in Property £40.0.8 Lawful Damages & Costs of suit taxed at £1.12.7 Execution

The said James by Thomas Merrick Esq. his Atty. comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for S. James, prosecuting his said Appeal with Effect &c.

Dwight & al vs Warriner No. 147

Jonathan Dwight & James Scott Dwight both of Springfield in the County of Hampshire Merchts. Plfs. vs Moses Warriner of Abraham in said County Husbandman Defdt. in a Plea of the Case for that said Moses at S. Springfield on January 8th last by his Note for Value rec'd promised the Plfs. to pay them or Order £9.11.6 Lawf. on Demand with Interest — Also for that S. Moses at S. Springfield on March 30th last by his Note for Value rec'd promised one Abel Bliss to pay him or Order 40/ Lawf. on Demand with Int. and S. Abel afterwards on the same Day by his Indorsement on said Note assigned the same to the Plfs. & ordered the Contents thereof to be paid them on Demand — By which S. Moses then & there had Notice & in Consideration thereof promised the Plfs. to pay them accordingly — Yet said Moses the requested has never performed either his promises aforesaid but neglects & refuses to the Damage of the Plfs. Fifteen pounds. The Plfs. appear & the Defdt. the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that S. Jonathan & James do recover against said Moses Ten pounds Ten shillings & five pence Lawf. Damages & Costs of Suit taxed at £ to g. & Execution.

Execution May 29. 1793

Phelps & Fowler No. 153

Oliver Phelps of Suffield in the State of Connecticut Esq. Plff. per David Fowler of Southwick in the County of Hampshire Gent. Defdt. in a Plea of the Case for that said David at Southwick on January 20. 1792 by his Note for Value rec'd promised the Plff. to pay him £3.5.0 Lawf. on January 9th then next with Interest & said David the requested hath not paid the same but neglects & refuses to the Damage of said Oliver £36 — The Plff. appears & the Defdt. the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Oliver do recover against the said David Twenty nine pounds eight Shillings & Ten pence Lawf. Damages & Costs of Suit taxed at £ to Costs & Execution.

Execution May 29. 1793

Phillips & Newton No. 158

William Phillips of Boston in the County of Suffolk Esq. Plff. vs John Newton of Deerfield in the County of Hampshire Husbandman Defdt. in a Plea of the Case for that said John at Deerfield aforesaid by his Note for Value rec'd promised the Plff. to pay him £8.10.0 Lawf. on Demand with Interest — Yet said John the requested hath not paid the same but neglects & refuses to the Damage of said William Twelve pounds — The Plff. appears & the said John the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said William do recover against said John Twelve pounds nine Shillings & Ten pence Lawf. Damages & Costs of Suit taxed at £ 12.11.7 — Whereupon said John by Samuel Field Gent. his Atty. comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for said County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for said John prosecuting his said Appeal with Effect &c.

[illegible] vs [illegible] No. 180

[illegible] Springfield in the County of Hampshire Innholder Plff. [illegible] Hampshire Gent. Defdt. in a Plea of the Case for that the said [illegible] on [illegible] for Value rec'd promised the Plff. to pay him or Order £18.7.0 on Demand with Interest [illegible] the said [illegible] has never paid the same but neglects & refuses to the Damage [illegible] Twenty pounds — The Plff. appears & the Defdt. the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said [illegible] do recover against said [illegible] Twenty one pounds [illegible] Shillings & Eleven pence Lawf. Damages & Costs of Suit taxed at £ to 8.3 & Execution.

Execution May 29. 1793

Daniel Dana of Wilbraham in the County of Hampshire Gent. Plaintiff Roland Crocker Gent. of Wilbraham aforesaid Gent. Defendant Plea of the Case for that said Roland at Wilbraham on May 7 1793 was justly indebted to the Plaintiff in £8 lawful money for sundry Goods &c. at his request sold & delivered to & in Consideration thereof promised the Plaintiff to pay him the same on Demand. Yet said Roland the requested has never paid the same but neglects so to do to the Damage of said Daniel Ten pounds — The Plaintiff appears & the Defendant being called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that said Daniel do recover against said Roland Eight pounds lawful Money Damages & Costs of Suit taxed at £ 1 in 2 s 7 & thereof &c. Given at Mass. May 29 1793.

Dana v. Crocker No. 110

Esther Bolswood of Cummington in the County of Hampshire Singlewoman Plaintiff vs. John Bolswood of Cummington aforesaid Yeoman Devisee of William Bolswood late of Cummington Gent. deceased Defendant in a Plea of Debt for that said William in his lifetime viz. on December 16th 1767 was seized in his Demesne as of fee of a Farm in Cummington aforesaid on which he then dwelt & the same day made his last Will & Testament in Writing under his hand & seal & thereby devised said Farm with the Buildings & Appurtenances to said John to be his in fee simple after the expiration of the Terms given by the same Will to the Wife & executor of the same Will excepting five acres part of said Farm beginning at the Northwest Corner of the same & there extending South twenty rods in breadth & carrying the same Breadth Eastward so far as to make five acres which five acres the said Testator by his same Will devised & gave to his son William & the said William the Testator then & there by the same Will did further devise & give to said Esther Twenty pounds lawful Money to be paid her when she should arrive at the age of twenty years by said John out of his said Father's share of the same William's Estate that is to say Ten pounds thereof in Money & the remainder thereof in real Cattle & afterwards on May 5th 1780 at Cummington aforesaid the said William died seized as aforesaid of the said Farm & intestate & the same last Will & Testament after Court of Probate holden at Hatfield within & for the County of Hampshire on June 5th 1781 was duly proved & approved & the said John then & there assented to said Devise & entered into the Farm & Tract of land devised to him as aforesaid & thereby became chargeable to pay to said Esther the said sum of £20 when she should arrive at the age of twenty years & said Esther says that on February 14th 1781 she arrived at the age of twenty years the said Terms of the said Testator & Employer having then long before expired whereof said John then on the same Day had Notice & then by became chargeable to pay said Esther the said sum of Twenty pounds yet said John the so requested has never paid the same but neglects so to do to the Damage of said Esther Forty pounds. The Plaintiff appears & the Defendant being called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Esther do recover against the said John Thirty four pounds fourteen shillings & nine Damages & Costs of suit taxed at £ 1 in 2 s 11 & thereof &c. Given at Mass. May 28 1793

Bolswood v. Bolswood No. 120

Ged Smith of Whately in the County of Hampshire Yeoman Plaintiff vs. Ebenezer Ally of the same Whately Yeoman Defendant in a Plea of the Case for that said Ebenezer at Whately on January 1st last by his Note for Value rec. promised said Ged to pay him £15 lawful money with Interest. Yet said Ebenezer the requested has never paid the same but neglects so to do to the damage of said Ged £15 — The Plaintiff appears & the Defendant being called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Ged do recover against said Ebenezer Eleven pounds ten shillings & two pence lawful Damages & Costs of suit taxed at £ in 2 s 7 & thereof &c. Given at Mass. June 5 1793

Smith v. Ally No. 25

Isaac Powers of Greenwich in the County of Hampshire Yeoman Plaintiff vs. Edward Ward of Range in the same County Yeoman Defendant in a Plea of Debt for that one Moses Harris of Stone, Cooper in the State of New York Gent. & Margaret his Wife on October 26 1790 at said Northampton used out of the Clerk's Office of the Court of Common Pleas for said County a Writ of

Powers v. Ward No. 132

Attachment against said Isaac for the Recovery of £200 Damages returnable to the then next Term on the 3d Tuesday of January 1791 at which Edward inclosed the same Writ which was duly served & returned & continued from Term to Term untill the third Tuesday of January 1792 at which Term said Moses & Margaret recovered Judgment against said Isaac from which said Isaac appealed to the Supreme Judicial Court &c & in which Court he received Judgment against said Moses & Margaret for the Sum of £16.10.4 Costs of Suit — Now said Isaac says that said Moses & Margaret have ever since been out of this Commonwealth of which said Edward is well knowing & the Reason whereof said Edward became liable by Law to pay the Debt & thereby Action hath accrued to said Isaac to have & demand of said Edward the same Sum of £16.10.4 Yet said Edward the requisited has never paid the same but neglects & refuses to the Damage of said Isaac £20 The Plff appears & the Defdt the three Times called to come into Court makes Default of Appearance here & thereupon it is considered by the Court that said Isaac do recover against the said Edward Seventeen pounds ten shillings & four pence £17.10.4 Damages & Costs of Suit taxed at £ Debt & thereof &c

Econ. 1st June 5th 1793

Finckley & al vs Woods Ap. 133.

Samuel Finckley of Northampton in the County of Hampshire Esq. & Seth Woods late of Easthampton in said County Husbandman Defdt in a Plea of the Case for that said Seth at said Northampton on November 15. last by his Note for Value rec'd promised said Samuel to pay him or order £3.3.0 Dollars on Demand with Interest Also for that said Seth at said Northampton on January 2d last by his Note for Value rec'd promised said Samuel to pay him £7 Dollars by April 1st then next with Interest Also for that said Seth at Northampton on the same January 2d last rec'd Consideration that said Samuel at his request had before that time sold & delivered Goods & said Seth promised to pay him therefor so much money as they were worth & said Samuel says said Goods were worth 40/ & yet said Seth the requisited has never performed either his promises & for said his neglect & refusal the Damage of said Samuel £12 — The Plff appears & the Defdt the three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Samuel do recover against said Seth Twenty pounds seven shillings & three pence £20.7.3 Damages & Costs of Suit taxed at £1.9.7 & thereof &c

Econ. 1st June 5 1793

Garfield Admr. Petn. & Order Ap. 138

Hum Bly shews John Goldsbury Admr. on the Estate of Thos Garfield late of Warwick in the County of Hampshire dec'd that the whole Amount of his Estate is £52.0.0 whereof £28 is Real Estate & the Debts due from said Estate amount to £180.8.10 & the Widow may be entitled the whole of said Real Estate & the more as the Law directs and Jury however to the Widows Freehold of Dower therein — Which said Petition being read together with a Certificate from the Judge of Probate confirming the State thereof made. It is therefore considered by the Court that said Admr. may sell the whole of the Real Estate of said Deceased subject however to the Widows Improvement of her Freehold of Dower therein during her Life — Said Admr. to give Directions of the Law relating to such Sales

Harris Admr. Ap. 142

Jeremiah Harris of Norwich in the State of Connecticut Yeoman Plff in Error & Thos Abbot late of the same Norwich Yeoman Defdt in Error for that said Plff in Error the 5th day of July last past in the Court of Common Pleas held at Northampton within & for the County of Hampshire recovered Judgment against said Abbot the Sum of £43.7 Costs which Judgment remains in full force not reversed or annulled in any Court & said Abbot hath caused a Scire Facias to issue out of the Court of Common Pleas aforesaid to be served upon said Harris to show why said Judgment should not be reversed & said Abbot hath assigned Errors in the Record & Proceedings aforesaid — The Plff appears & the Defdt the three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Harris do recover against said Abbot Costs of Suit taxed at £ Costs & thereof &c

Econ. 1st May 20 1793

David Bush of Longmeadow in the County of Hampshire Gent. & William Sheldon of Springfield in the same County Physician & Lucy Colton the said Longmeadow Widow Admrs. on Estate of Samuel Colton late of Longmeadow Deceased Pltfs. vs Justus Allen of Westington in the County of Berkshire Yeoman Deft. in a Plea of the Case for that said Justus at Northampton on March 22d. 1775 by his Note for Value rec'd promised said Samuel then alive to pay him £2.8.6½ Lawf. M. on demand with Interest. Also for that said Justus at s.d Northampton on the Day aforesaid by his Note for Value rec'd promised said Samuel then alive to pay him £2 Lawf. M. on Demand with Interest. Also for that s.d Justus at s.d Northampton on March 22d 1775 by his Note for Value rec'd promised s.d Samuel to pay him £2 Lawf. Money on Demand with Interest. Yet the said Justus the Defendant has never paid s.d Sums to said Samuel in his Life Time or to s.d Admrs. since his Decease but neglects & refuses to the Damage of s.d David William & Lucy in their said Capacity. Yearly Pounds. The Plfs appear & the Deft. being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Admrs. do recover against s.d Justus Twelve pounds nineteen shillings & four pence in M. Damages & Costs of Suit taxed at £ 1 11 2.9 & thereof &c.

Hampton May 29. 1793.

Bush & al Admrs. vs Allen No. 153

Nathan Thompson of s.d Newtownshire in the County of Worcester Yeoman Pltf. vs Benjamin Thompson of Ware in the County of Hampshire Yeoman Deft. in a Plea of the Case for that said Benjamin on March 23d 1792 by his Note for Value rec'd promised the Pltf to pay him on Order £4 1 6 Lawf. M. by October next with interest. Yet said Benjamin the requested has never paid the same but neglects & refuses to the Damage of s.d Nathan Ten pounds. The Plfs appear & the Deft. being three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that s.d Nathan do recover against said Benjamin Five pounds two shillings & four pence Lawf. M. Damages & Costs of Suit taxed at £ 1 11 10 & thereof &c.

Hampton May 28. 1793.

Thompson vs Thompson No. 146

Clark Lawton of Cummington in the County of Hampshire Yeoman Pltf. vs Moses Cook of the same Cummington Yeoman Deft. in a Plea of the Case as appears at large fully forth in the Declaration on file &c. The Pltf being three times called in Court the Deft. appears & moves for his Costs &c. and it is considered by the Court that said Moses do recover against said Clark his Costs taxed at £ &c.

Lawton vs Cook No. 152

Isaac Morley Isabel Morley & Lucretia Booth all of West Springfield in the County of Hampshire Parties in a Rule of Reference by them entered into & acknowledged according to the Statute &c. the s.d Parties now appear & the Referees by them chosen now send into Court their Award Viz.t "that said Lucretia is indebted to said Isaac & Isabel "the Sum of nineteen shillings & five pence Lawf. M. Damages & Costs "of Reference including Reference of the Horse at twelve shillings in "the whole" Whereupon it is considered by the Court that said Isaac & Isabel do recover against s.d Lucretia nineteen shillings & five pence Lawf. M. Damages & Costs of Court & Reference taxed at £ 1 19 4 & thereof &c.

Morley & al vs Booth No. 154

Grattenden Comp.t vs Fenn No. 159

Grattenden Comp.t that at a Court held here Israel Hobart Esq. Justice on February 23d 1793 he recovered Judgment against Thomas Fenn for the sum of £ 7 Debt & Costs of Suit taxed at £ 0 11 6 2 from which Judgment the said Thomas appealed to this Court & recognized to prosecute the same to Effect &c. The Plaintiff appeared & the Defendant appeared &c. It is considered by the Court that the Plaintiff do recover against said Thomas Two pounds ten shillings & twelve pence Lawf. M. Damages & Costs of suit taxed at £ 1 18 11 & thereof &c.

Hampton May 29. 1793.

Morgan
vs
Graves
No. 161

Abner Morgan of Springfield in the County of Hampshire Esq. Pltff. Horace Graves of Palmer in the County aforesaid Trader Deftdt. in a Plea of the Case for that the said Horace at Springfield on April 1st last was justly indebted to said Abner in the Sum of Fifteen pounds L.M. for so much Money by said Horace before that Time had received to said Abner's use & in Consideration thereof said Horace promised said Abner to pay him said Sum on Demand yet said Horace tho often requested has never paid the same but neglects it to the Damage of said Abner twenty pounds. The Pltff appears & the Deftdt tho three Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that said Abner do recover against said Horace Fifteen pounds L.M. Damages & Costs of Suit taxed at £1.12.4 & therefor &c.

Execution May 28th 1793

Stays
vs
Laplin
No. 162

Moses Stays & Mathew Laplin Inhs. Parties in a Rule of Reference by them entered into & acknowledged as the Statute requires &c. the said Parties appear & the Referees by them chosen now send into Court their award viz. "that said Mathew is indebted & shall pay unto said Moses "Eleven pounds eleven shillings L.M. Damages & £2.12.7 Costs of "Reference" Whereupon it is considered by the Court that said Moses do recover against said Mathew Eleven pounds eleven shillings of lawful Money Damages & Costs of Suit & Reference taxed at £3.15.9 & therefor &c.

Execution May 29. 1793

Fellows Exr.
vs
Spear
No. 163

Formerly shewed Robert Fellows of New Salem in the County of Hampshire Husbandman that his Goods were attached & he summoned to appear this Court to answer to the Suit of John Pepper of Greenwich in said County Husbandman. That said John hath neglected to enter his Plaint. The Plaintiff prays he may be allowed his Costs. Wherefore it is considered by the Court that said Fellows do recover against said John his Costs taxed at £0.4.3 & therefor &c.

Thurston Admr.
vs
Peter & Peter
No. 164

Formerly shewed John Perry Admr. on the Estate of Jacob Thurston late of Enfield in the County of Hampshire dec'd. That the whole Estate of said Deceased was real and inventoried at £45 & that the Debts due from said Estate amount to £134.4.6. He therefore prays leave to sell said Estate &c. which said Petition being read with the Certificate of the Judge of Probate &c. for said County confirming the Facts therein. It is by the Court considered that said Admr. may sell said Real Estate for the purpose of paying the Debts due from so far as he may be found observing the Directions of the Law relating thereto.

Boggs
vs
Barry
No. 165

Aaron Goodwin Boggs of Granville in the County of Hampshire Clerk & Elijah Barry of the same Granville Yeoman Parties in a Rule of Reference by them entered into & acknowledged as the Statute directs. The Parties appear & the Referees by them chosen now send into Court their award viz. "that said Barry hath fully supported his action against "said Elijah & that the words spoken by him relative to said Barry are false "and slanderous & without any just Foundation or cause thereof "for & that the originated from the unjust resentment of the said Elijah "against the malignity of his own heart. But the said Elijah being a "poor man & by circumstances we do judge & award that he "shall pay to the said Barry Sum of Thirty four pounds lawful money "as Damages & twelve pounds eight shillings & Money as Costs of this "Reference & the Cost of Court to be taxed by the Court" Whereupon it is considered by the Court that said Boggs do recover against said Elijah Barry Thirty four pounds lawful money Damages & Costs of Suit taxed at £[illegible] & therefor &c.

Execution May 30. 1793

Thurston & al
vs
[illegible]

Formerly shewed Seth Morrison of Hatfield & Peter Bennett of [illegible] that [illegible] Court [illegible] has failed to prosecute the same [illegible] Wherefore [illegible] said [illegible] Court to recover against [illegible] pounds [illegible] shillings [illegible] Damages & Costs [illegible]

[illegible] May 30. 1793

Levi Gilbert of Brookfield in the County of Worcester Yeoman Pltff in
John Graham of Belchertown in the County of Hampshire Yeoman Defdt
in a Plea of the Case for that said Defdt in at Belchertown on June 12th
1774 by his Note for Value in it promised Levi to pay him or order
on our Portsmouth from date with Interest Pltff said Graham the reques
ted has never paid the same Subsequent with to the Damage of said Levi
Twenty pounds &c. Said Defdt appears & the Writ being called to come
into Court makes Default of appearance &c. Whereupon it is considered
by the Court that said Levi do recover against said John Twelve pounds
eighteen shillings Lawful Damages & Costs of Suit taxed at £2 2s 11d 2 & Gilbert
Graham
Att. 174
Execution issued May 29 1793

Jonathan Fellows of Granville in the County of Hampshire Yeoman
complaining that at a Court holden before Josiah Starkey Esqr one of
the Justices of the Peace &c on February 26th last recovered Judgment
against Seth Wolworth of said Granville Yeoman for £1 12s 8d from
which Judgment said Seth appealed to this Court but has failed to pro
secute the same. He therefore prays Affirmation of said Judgment &c.
Whereupon it is considered by the Court that said Jonathan do recover
against said Seth his Costs taxed at £2 2s 15d 2 & Execution &c
Execution issued May 30th 1793

Fellows
vs
Wolworth
Att. 170

Jonathan Fellows above named complains that at a Court holden
before Josiah Starkey Esqr on February 26th last he recovered Judgment
against said Wolworth above mentioned for £1 8s 0d & Costs from
which Judgment said Seth appealed to this Court but has failed
to prosecute the same. He therefore prays Affirmation of said
Judgment &c. Whereupon it is considered by the Court that
said Jonathan do recover against said Seth his Costs taxed at
£2 2s 12s 3d & Execution &c
Execution issued May 30 1793

Same
vs
Same
Att. 171

John Presip & Elijah Weeks both of Goshen in the County of Hampshire
Parties in a Rule of Reference by them entered into & acknowledged as the Statute directs. The Parties appear & the References by
them chosen now send into Court their award viz "that said
"Elijah do recover against said John £10 18s 6d & Costs of Court to be
"taxed by the Court" Whereupon it is considered by the Court
that said Elijah do recover against said John Ten pounds sixteen shillings
& four pence lawful Money Damages & Costs of Court taxed at £0 12s 10
& Execution &c
Execution issued June 5th 1793

Weeks
vs
Presip
Att. 172

Eleazer Pratt of Hadley in the County of Hampshire Labourer complains
that at a Court before Ebenezer Porter Esqr Justice of Peace on February 28th
last he recovered Judgment against Jonathan Field of Hatfield
in said County Yeoman for Thirty eight shillings Damages & Costs
taxed at £0 17s 3d from which Judgment said Jonathan appealed
to this Court but has failed to prosecute the same. He therefore prays
Affirmation &c. Whereupon it is considered by the Court
that said Eleazer do recover against said Jonathan Five pounds
eighteen shillings & Six pence lawful Damages & Costs of Suit taxed
at £2 1s 13s 6d & Execution &c
Execution issued June 8th 1793

Pratt Court
vs
Field
Att. 173

Ethan Billings of Conway in the County of Hampshire Yeoman &
John Ellen Hilton of the same Conway Yeoman Parties in a Rule of
Reference by them entered into & acknowledged as the Statute directs
the said Parties appear & the References by them chosen now send into
Court their award viz "that said Ethan pay said John his Costs & the
"Reference taxed at £2 2s 12s 7d" Whereupon it is considered by the Court
that said John do recover against said Ethan his Costs of Court & Refe
rence taxed at £2 0s 13s 11d & Execution &c
Execution issued June 24 1793

Billings
vs
Ellen Hilton
Att. 174

Crippel Crippel
vs
Porter
p. 26 [illegible]

Hampshire, ss. Crippel Plaintiff in Crippel against Porter Defendant, Plaintiff in this Court, and Porter Defendant in Plaintiff's Bill, Plaintiff in this Court, and Porter Defendant in Plaintiff's Bill, that said Martin has failed to prosecute his said Suit, and said Suit is therefore hereby dismissed, and Porter is adjudged to him. Whereupon it is considered by the Court that said Phillips do recover against said Martin his Costs, taxed at £ 1 0 0 9 & thereof &c.

Execution May 28. 1793

Clark & al
vs
Wales
p. 27

Hampshire, ss. Benjamin Clark & Mary his Wife of Northampton in the County of Hampshire, that at a Court before Ebenezer Hunt Esq. Justice Peace on the 29th April last, they recovered Judgment against James Wales of Norwich in the Hampshire County Gent. for Seventy one Shillings & 8d. & 1/2 Damages & Costs of Suit, taxed at £ 1 0 0 from which Judgment the said Wales appealed to this Court, but has neglected to enter the said Plaintiff's Mutual Promise of Prosecution &c. Whereupon it is considered by the Court that said Benjamin & Mary do recover against said James the sum of one Shilling & eight pence & £ 1 0 0 Damages & Costs of Suit taxed at £ 2 0 0 & thereof &c.

Execution June 4. 1793

Fowler
vs
Hough
p. 28

Noble Fowler of Southwick in the County of Hampshire Yeoman and Elijah Hough of Westfield Southwick Gent. Parties in the Rule of Reference by them entered into & acknowledged as the Statute directs do the said Parties appear & the Referees by them chosen now send into Court their award viz. "that said Noble recover against said Elijah £ 3 0 0 Damages & Costs of Reference £ 3 5 8" Whereupon it is considered by the Court that said Noble do recover against said Elijah Hough one hundred seventeen shillings & 1/2 Damages & Costs of Suit & Reference taxed at £ 4 0 0 & thereof &c.

Execution issued July 6 1793

Mr. Elijah Paine is now admitted to be an Attorney in this Court & the Oaths required by the Laws of this & the United States were administered to him in Court to qualify him to act in said Capacity.

The foregoing Judgments being made and entered in the Manner aforesaid & then the Court adjourned without Day

Attest Robt Brech Clerk

[illegible] the [illegible] of September being the third day of said Month [illegible] 1793.
Day to Day to the 18th day [illegible] 1793

[illegible] Jury of Trials

Eleazer Porter Esq.
John Bliss Esq.
Samuel Mather Esq.
Samuel Lyman Esq.

Aaron White Foreman — Hatfield
Elias Parsons — do
Simeon Alexander Jr. dismissed 5 d. — Hatfield
Noah Parsons — Westfield
Eleazer Stimson Junr. — Easthampton
Davis Sprague dismissed 5 d. — Chesterfield
Benoni Stimson — do
[illegible] — Hatfield
[illegible] — Hatfield
Daniel Kellogg Junr. — Hadley
Mathew Clesson — Deerfield
Justin Olds dismissed 5 d. — Hatfield
Samuel Pickens Junr. [illegible] — Goshen
Asa Williams — do

Cases tried by the Jury

2d. day Murray vs Dickinson
Nathan Frary de Tal' verso

3. Little vs Wheeler
Barlow vs Smith de Tal' verso
in Room of Davis Sprague dismissed

4 Pepoon vs Porter
Hubbard vs Smith

5. Cooper vs Posey
Butler vs Wilson

6. Hoskins vs Holmes
Joseph Cook Silas Goodman & Elijah Smith de Tal' verso in Room of Jos. Cook dismissed
Wolcey vs Mitchell
Joseph Cook Elijah Smith & Ebenezer Lyman de Tal' verso — Title

7. Goodman vs Dana
Isabel Pomroy Elisha Cook Junr. & Isaac Clark de Tal' verso — do
Dickinson vs Kellogg
Isaac Clark Elijah Smith & Ebenezer Strong de Tal' verso — do
Wright vs Wells — Same Talesman — do

8 Walker vs Hunt — Same Talesman — do

Cases continued to this Term — The Causes issued only here recorded

Hennessy Esq. Adm. on the Estate of Thomas Butler Esq. late of Hatfield vs Silas Crocker Kellogg Deft in a Plea [illegible] — Sept. 1791.
The Deft appeared the Deft having deceased since the last Term this action is abated

Joseph Mayo Pltff vs Nathan Parsons Junr. Deft in a Plea de ejectione firmæ of Record heretofore. The Pltff being now there Times called in Court — Mayo vs Parsons
The Deft defaulted & his Lease is declared — Sept. 1784. 1791

Joseph Pomroy Pltff vs Clark Chandler Deft in a Plea de ejectione firmæ of Record heretofore [illegible] — Pomroy vs Chandler
[illegible] the Sum of Twenty [illegible] Shillings [illegible] — Sept. 14 5. 1791
[illegible] Court [illegible] the whole Four pounds fourteen shillings [illegible] costs

Recognized Sept. 23 1793

Sarah Golden Pltff in a certain Court [illegible] Deft in a Plea [illegible]
The Pltff being three times called [illegible]

Sept 41. 1792

Atwater vs Lyman
Jan 7th 1792

John Atwater Pltff vs Oliver Lyman Jun Deft in a Plea de as is of Record heretofore &c, The said Parties now appear & the Referees now return into Court their Award Viz: "That said John do recover against Oliver Nineteen pounds eleven shillings & four pence lawful Money Damages & Costs of Reference taxed at Two pounds eleven shillings & Costs of Court to be taxed by the Court" Whereupon it is considered by the Court that said John do recover against said Oliver Nineteen pounds eleven shillings & four pence of lawful Money Damages & Costs of Suit & Reference taxed at £7, 3s 3 & thereof &c

Execution Sept. 20. 1793

Chandler vs Pomeroy
Jan 8th 1792

Clark Chandler Pltff vs Josiah Pomeroy Deft in a Plea de as is of Record heretofore &c The Parties appear & the Referees by them chosen now send into Court their Award Viz: "That said Josiah pay to Clark Twenty pounds nine shillings & Six pence L Money Damages Two pounds Seven shillings & nine pence for Cost of Reference & Costs of Court to be taxed by the Court" which said Award is accepted it is considered by the Court that said Clark do recover against said Josiah Twenty pounds nine shillings & Six pence L Mo. Damages & Costs of Reference & Court being in the whole £8, 17, 9 & thereof &c

Execution Sept. 23. 1793.

Tindall vs Elmdorf.
Jan. 14th 1792

Levi Tindall Pltff vs Joseph M Elmdorf Deft in a Plea de as is of Record heretofore &c The Pltff appears by Dan. Bigelow Esq. his Attn & the Deft by Thos Morgan Esq. his Attn comes & defends &c & reserving liberty to plead anew at the Supreme Jud. Court saith that he is not guilty and the said Levi consenting to the above Reservation saith that the Plea of the said Joseph is bad & insufficient & to which he is not bound by Law to answer & prays Judgment &c And the said Joseph saith that his Plea aforesaid is good & sufficient in Law

Whereupon all & singular the Premises being seen & understood by the Court it appears to the Court that the Plea aforesaid of the said Joseph is an insufficient Answer to the Declaration of said Levi & ought not to preclude him the said Levi from having & maintaining his said Action therefore it is considered by the Court that said Levi do recover against said Joseph Nineteen pounds Fifteen shillings & Ten pence L Mo. Damages & Costs of Suit taxed at £6, 16, 9 & Whereupon said Joseph by his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September instant & he recognizes with Surties for his prosecuting the same with effect &c

Shaw & al Exrs vs Wolworth
Jan 15th 1792

Elijah Shaw & Dan. Hathaway Exrs to the last Will of Paul Hathaway Pltffs vs Phineas Wolworth Deft in a Plea de as is of Record heretofore. Neither Party now appearing the Case is nonsuited

Cushman vs Willard
Jan 25th 1792

Samuel Dickinson Pltff vs Joseph Willard Deft in a Plea de as is of Record heretofore &c The Parties appear & the Referees by them chosen again return their Award into Court Viz: "That the said Samuel do recover from the Deft Joseph the Sum of Four pounds three shillings & Four pence lawful Money Debt & Nineteen pounds & Four shillings & Four pence Costs of Reference & Costs of Court to be taxed by the Court" which said Award is accepted & it is considered by the Court that said Samuel do recover against said Joseph Four pounds three shillings & Four pence L Mo. Damages & Costs of Reference & Court being in the whole £ & thereof &c

Abel Tillotson Plff v James Campbell Deft in a Plea de ia is of Record heretofore — The Plff now appears & prays his Judgment be granted & upon considered by the Court that said Abel do recover against said James Eight pounds L. M. Damages & costs of suit ascertained at 3/1 & Execution — Tillotson v Campbell Sept. 1792

Execution Sept. 20. 1793

Nathan Beals Plff v Jacob Foy Deft in a Plea de ia is of Record heretofore — The Plff appears by Jos. Woodbridge Jun. his Attn. & the Deft by Samuel Fletcher Esq. his Attn. comes & defends the Force & Injury when &c & reserving liberty to plead anew at the Court above says that the Declaration aforesaid & the Matters in the same contained are insufficient in Law for him the said Nathan to have & maintain his said Action against the said Jacob & this he is ready to verify wherefore for want of a sufficient Declaration the said Jacob prays Judgment that the same may be quashed — And the said Nathan answering to said Exceptions says that the Declaration is sufficient wherefore the said Nathan prays Judgment for his Damages & costs — Beals v Foy Sept. 62. 1792

All which being seen & by the Court understood, it appears to the Court that the Declaration of said Nathan is sufficient, that the Plea of the said Jacob is an insufficient Plea to said Declaration & ought not to preclude said Nathan from having & maintaining his said Action Therefore it is considered that said Nathan do recover against the said Jacob Six pounds nineteen shillings & seven pence L. M. Damages & costs of suit taxed at £ 4.18.6 — Whereupon said Jacob by his Attn. aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September Instant & he recognizes with Sureties for his prosecuting said Appeal with Effect &c —

Joseph Potter Plff v John Bothwood Deft in a Plea de ia is of Record heretofore — Neither Party now appearing this Case is dismissed — Potter v Bothwood Sept. 84. 1792

Oliver Lyman Junr. Plff v John Atwater & Russel Atwater Defts in a Plea de ia is of Record heretofore — The Parties appear & the Defendants by their chosen now send into Court their Award viz. that said John & Russel do recover against said Oliver Thirty five pounds six shillings L. M. Damages & costs of Reference £4.18.6 & costs of Court to be taxed by the Court — Which said Award is accepted & it is considered by the Court that the said John & Russel do recover against said Oliver Thirty five pounds six shillings L. M. Damages & costs of Reference & Court being in the whole £ 7.7.1 9.10.6 & thereof &c — Lyman v Atwater &c Sept. 100. 1792

Execution Sept. 20. 1793

Seth Murray Plff v Saml. Dickinson Deft in a Plea de ia is of Record heretofore — The Plff appears by Caleb Strong Esq. his Attn. & the Deft by Alpheus Bliss Esq. his Attn. comes & defends the Force & Injury when &c & for Plea says he is not guilty in manner & form as the Plff in his Declaration hath alledged & of this puts himself upon the Country — And the Plff likewise — A Jury all this Term returned impanelled & sworn to try the Issue, declare upon their Oath that they find the Deft is guilty & assess Damages at Ninety five pounds ten shillings — And thereupon it is considered by the Court that said Seth do recover against said Samuel Ninety five pounds ten shillings L. M. Damages & costs of suit taxed at £ 4.13.0 — Whereupon said Saml. in his own Person appeals from the Judgment of this Court to the Supreme Judicial Court to be held at Springfield in & for said County of Hampshire on the fourth Tuesday of September Instant & he recognizes with Sureties for his prosecuting the Same with Effect &c — Murray v Dickinson Sept. 113. 1792

Morgan v. Thornton
Sept. 27. 1792

Moses Morgan Esq. Plff. v. Benjamin Thornton Deft. in a Plea de as is of Record heretofore. The Plff. appears & the Deft. tho three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Moses do recover against said Benjamin Seven Pounds Sixteen Shillings & ten pence of Lawful Money Damages & Costs of Suit taxed at £ 1. 12. 5 & thereof &c. Execution Sept. 20. 1793 —

Mitchell v. Fowler
Sept. 29. 1792

Moses Mitchell Plff. v. Gilead Fowler Deft. in a Plea &c. as is of Record heretofore. The Plff. appears by John Phelps his Attt. & the Deft. by Joseph Lyman Esq. his Attt. comes & defends &c. & says he is not guilty in Manner & Form as the Plff. in his Declaration against him has alleged & thereof puts himself upon the Country — And the Plff. reserving Liberty to waive this Demurrer on Trial of the Appeal & consenting that Judg. of the Supreme Court shall be final against him says that the Plea above pleaded is an insufficient answer to his Declaration & he is not bound by Law to reply thereto & this he is ready to verify whereof prays Judgment for his Damages & Costs — And the Deft. consenting to said Reservation saith his Plea aforesaid is sufficient. All which being seen & by the Court understood, It appears to the Court that the Plea aforesaid of the Deft. and the Matter therein contained is a full & sufficient answer to the Declaration of the said Moses, & that said Moses by his Plea aforesaid ought to receive Nothing — Therefore it is considered by the Court that said Moses be by his Plea aforesaid do receive Nothing by reason that for his groundless Claim he be in Mercy &c. And it is further considered by the Court that said Gilead do recover against Moses his Costs taxed at £ 2. 6. 6 — Whereupon Moses by his Attt. aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September instant & he recognizes with sureties for his prosecuting the said Appeal with Effect &c.

Whitney v. Hannon
Sept. 42 1792

Whitney Appel. v. Hannon Hannon Appellee in a Plea &c. as is of Record heretofore — Neither Party now appearing the Case is discontinued

Barker v. Burbanks
Sept. 45 1792

Thomas Barker Plff. v. Mr. Burbanks Esq. Deft. in a Plea &c. as is of Record heretofore. Neither Party now appearing this Case is discontinued

Nathaniel v. Bates
Sept. 85 1792

William Dickinson Appellant v. Giles Crouch Fellows Appellee in a Plea &c. as is of Record heretofore & the said Parties now appear & plead as on File &c. And a Jury now returned impannelled & sworn to try the Issue declare upon their Oath that they find the Appellant did not take the Grounds & Tools as the Appellee in his Declaration has alleged against him — Whereupon the Executor of the Appellee deceased in the Name of Form moves for a new Trial — And it is considered by the Court that the said Parties may have a new Trial & that they have Day here in Court until the third Tuesday of January next.

Bates v. Elliot
Sept. 1793

Nathaniel Bates Plff. v. Abel Elliot Deft. in a Plea &c. as is of Record heretofore — The Plff. appears & the Deft. tho three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Nathaniel do recover against said Abel Eleven Pounds one Shilling & eleven pence & Costs of Suit taxed at £ 3. 7. 11 & thereof &c. Execution Sept. 20. 1793.

Filch v. Tucker
Jan. 6 1793

Ann Filch Plff. v. Tavern Tucker Deft. in a Plea &c. as is of Record heretofore — The Parties appear & the Jury being chosen and sworn to try the Issue find the said Tavern do recover of said Ann the Costs of the Supreme Court taxed at Forty Shillings & [illegible] Costs of Court taxed by the Court [illegible] Supreme Court [illegible]

Daniel Dever Plff v. Abel Tillotson Deft in a Plea &c as is of Record heretofore — The Plff appears by John Phelps Esq. his Attt & the Deft by Samuel Hinckley Esq. his Attt comes & defends &c reserving liberty to waive his Demurrer on Trial of the Appeal says the Declaration aforesaid are insufficient &c Wherefore prays Judgment for his costs. And the Plff says his Declaration is sufficient &c — Whereupon all the Premises being seen & by the Court mature Stood. It appears to the Court that the Declaration aforesaid is sufficient & that the Plea aforesaid of the said Abel is insufficient & not sufficient to preclude said Daniel from having & maintaining his Action & that therefore said Daniel do recover against said Abel Four pounds, Eighteen shillings lawful Money Damages & Costs of Suit taxed at £ 2 2s 13s 3 & Execution &c

Dever v Tillotson Jan 7. 1793

Jonathan Tillotson Plff v. Amasa Tillotson Deft in a Plea &c as is of Record heretofore. The Plff appears by John Phelps Esq. his Attt & the Deft by Joseph Lyman Esq. his Attt comes into Court & defends &c Jan 14. 1793 & reserving Liberty to waive his Demurrer on Trial of the Appeal says that the Declaration aforesaid are insufficient & that he is not bound to answer thereto & therefore he prays Judgment &c and the Plff consenting to said Reservation says his Declaration is sufficient &c All which being seen &c it appears to the Court that the Declaration of said Jonathan is sufficient &c and that the Plea of the Deft Amasa is an insufficient answer to the Declaration & ought not to preclude Jonathan from having & maintaining his Action therein &c it is considered by the Court that said Jonathan do recover against said Amasa Eighteen pounds four shillings & two pence & Mo Damages & Costs of Suit taxed at £ 4 4s 10 & Execution &c

Tillotson v Tillotson

Asa Waite Plff v. Abel Baron an absconding Debtor & Peter Gates his Agent Deft in a Plea &c as is of Record heretofore. The Plff appears & the said Abel the Three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Asa do recover against said Abel of lawful Money Damages & Costs of Suit taxed at £ & Execution &c

Waite v Baron &c Jan. 14. 1793

James Ball Plff v. John Whiting Deft in a Plea &c as is of Record heretofore. The Plff being three Times called is nonsuit & the Deft defaulted & the Action is dismissed

Ball v Whiting Jan 23. 1793

Samuel Hinckley Esq. Plff v. Abel Baron an absconding Debtor & Peter Gates his Agent Deft in a Plea &c as is of Record heretofore. The Plff appears & the said Abel the Three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Samuel do recover against said Abel Four pounds, Seventeen shillings & ten pence Damages & Costs of Suit taxed at £ 2 2s 13s 7 & Execution &c. The said Samuel discharges all the aforesaid Damages except the sum of Twenty shillings & ten pence part thereof — Execution Feb. 30. 1793

Hinckley Esq v Baron & Ligh Jan 32. 1793

Edward Little Plff v. Isaac Greeter Deft in a Plea &c as is of Record heretofore. The Plff appears by Samuel Hinckley Esq his Attt & the Deft by Wm Lyman Esq his Attt comes & defends &c & says he never promised in manner & form as the Plff in his Declaration hath alleged against him & for Trial thereof puts himself on the Country — And the Plff likewise [illegible] declare upon their Oath that they find the Deft said promise in &c & assess Damages at Eleven pounds twelve shillings — Whereupon it is considered by the Court that Edward do recover against said Isaac Eleven pounds twelve shillings of lawful Money Damages & Costs of Suit taxed at &c

Little v Greeter Jan 41. 1793

Whereupon the said Isaac in his own Person appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for said County on the fourth Tuesday of September instant & he recognizes with Sureties for his prosecuting the same with Effect &c

Wood vs Sessions & Bigg
Jan 57 1793

Ebenezer Wood Plff vs Elisha Sessions an absconding Debtor & Nathan Sif son his Trustee Deft in a Plea de as is of Record herein for the Plff appears & the said Elisha the three Times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that Pl. Ebenezer do recover against Pl. Elisha Six pounds three shillings & two pence Lawful Money Damages & Costs of Suit taxed at £2 2s 12s 10 & thereof &c Execution Sept. 30 1793

Chamberlain vs Hall
Jan 60 1793

James Chamberlain & James Chamberlain Adm. Plff vs Thomas Hall Deft in a Plea de as is of Record herein for — The Plff appear & the Deft the three Times called to come into Court makes Default of appearance here Where for it is considered by the Court that the Plff do recover against the Deft Sixteen pounds four shillings & six pence Lawful Money Damages & Costs of Suit taxed at £3 17s 7 & thereof &c — Execution Sept. 30 1793

Heaton vs Barrow
Jan 75 1793

Moses Heaton Plff vs Darius Barr an absconding Debtor & Elihu Graves his Trustee Deft in a Plea de as is of Record herein for — The Plff appears & said Darius the three Times called to come into Court makes Default of appearance here — Whereupon it is considered by the Court that Pl. Moses do recover against Pl. Darius Four pounds eleven shillings & Damages & Costs of Suit taxed at £4 11s 3 & thereof &c Execution Sept. 24 1793

Howard vs Maxwell
Jan 76 1793

Solomon Howard Plff vs Thompson Maxwell Deft in a Plea de as is of Record herein for. The Plff being three Times called to come into Court is Nonsuit the Deft defaulted & the action is dismissed

Lee vs Fising
Jan. 80 1793

Agnes Lee Plff vs Prayer Fising Deft in a Plea of Dower de as is of Record herein for — The Plff appears by John Hooker Esq. her Atty & the Deft by Joseph Lyman Esq. his Atty comes & defends the & reserving liberty to urge his Demurrer on Trial of the Appeal says the Declaration of Pl. Agnes & the Matters therein contained are insufficient in Law & he is not bound by the Law of the Land to answer thereto wherefore &c — And the Plff insisting the said Prayer Fising says the Declaration is sufficient — All which being seen & understood by the Court it appears to the Court that the Plea of the said Prayer by him pleaded is an insufficient Answer to the Declaration of the said Agnes & ought not to preclude her from having & maintaining her said action Therefore it is considered by the Court that said Agnes do recover against the Pl. Prayer her Dower or such third part of the Use & Improvements of the Messuage & Tract of Land aforesaid & costs of Suit taxed at £ &c — Whereupon the said Prayer by his said Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September instant & he engages with Sureties for his prosecuting the same with Effect &c

Porter & al vs Rounds
Jan. 100 1793

Elisha Porter & al Plff vs James Rounds Deft in a Plea de as is of Record herein for The Parties agree & agree that Judgment be rendered in Favour of the Plff against the Deft for £ Debt & Costs Execution &c — Whereupon it is considered by the Court that Pl. do recover against the said Defendant Twenty pounds Twelve shillings & five pence Lawful Money Debt & Costs of Suit taxed at £ 1s 11 & thereof &c Execution Sept. 28 1793

Tracy vs Rogers
Jan 106 1793

Pl. Tracy Plff vs Nathaniel Rogers Deft in a Plea de as is of Record herein for — The Plff appear & pray Judgment — And it is considered by the Court that said Tracy do recover against Pl. Nathaniel Eight pounds twelve shillings & ten pence Lawful Money Damages & Costs of Suit taxed at £ 2s 13 11 & thereof &c Execution Sept. 20 1793

Hubbard vs [illegible]
Jan 111 1793

Nehemiah Hubbard Junr Plff vs Jesse Smith Deft in a Plea de as is of Record [illegible] Woodbridge [illegible] the Time & [illegible] [illegible] Plff in Manner & Form & he has alledged &c & thereof [illegible] on the Country — And the Plff likewise — Whereupon a Jury [illegible] the Plff [illegible] Jesse [illegible] do recover against Pl. Nehemiah his Costs taxed at £ Whereupon

Whereupon the said Nehemiah by his Att^y aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for said County of Hampshire on the fourth Tuesday of September instant and he recognizes with Sureties for Nehemiah's prosecuting said Appeal with Effect as by said Recognizance appears

Thomas Sa: Doughty Plff. Elias Hull Deft in a Plea as in Record hereto fore The Plff appears by Joseph Lyman his Att^y & the Deft by Phil Hull Esqr his Att^y comes & defends &c & reviving & liberty to waive this Demurrer on Trial of the Appeal & pleads answer saying the Declaration aforesaid is in sufficient to oblige the defendant to answer thereto & for he is ready to verify wherefore &c — and this Plff consenting to said Reservation & the Declaration is insufficient &c — All which being seen & understood by the Court it appears to the Court that the Plea of said Elias is an insufficient answer to the Declaration of the said Thomas & ought not to prevent him from having & maintaining his said Action Therefore it is considered by the Court that the Plff Thomas do recover against said Elias Thirty two pounds twelve shillings lawf^l Money Damages & Costs of Suit taxed at £32 12 5 & Therefor &c Execution Septr 20 1793

Nathan Cobb Plff vs Silas Morey Deft in a Plea &c as in Record here before — The Plff appears by Wm Coleman his Att^y & the Deft by Samuel Field his Att^y comes & defends the Force &c & says he is not guilty in manner & form as the Plff hath alleged & thereof puts himself on the Country — and the Plff likewise — Whereupon a Jury at this Time returned impannelled & sworn to try the Issue define upon their Oaths that they find the Deft is guilty & assess Damages for the Plff at three pounds nine shillings & two pence — and therefore it is considered by the Court that said Nathan do recover against said Silas Three pounds 9 shillings & two pence of lawf^l Money Damages & Costs of Suit taxed at £0 17 3 2 & Therefor &c

Cobb vs Morey Jan 29 1793

Benj^a Cutler Plff vs Elisha Porter Esqr Deft in a Plea &c as in Record hereto fore — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Benjamin do recover against the said Elisha Fifty three pounds ten shillings & six pence — lawf^l Money Damages & Costs of Suit taxed at £53 16 6 & Therefor &c Execution Septr 20 1793

Cutler vs Porter Esqr Jan 29 1793

John Worthington Esqr Plff vs Thomas Hammond & Daniel Hammond Admr^s on Estate of Gideon Hammond Deft in a Plea &c as in Record hereto fore — The Plff appears & the Deft the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said John do recover against said Thomas and Daniel Seventeen pounds seven shillings & five pence lawf^l Money Debt & Costs of Suit taxed at £17 7 5 & Therefor &c Execution Septr 20 1793

Worthington Esqr vs Hammonds Jan 133 1793

To the Sheriff &c — Whereas William Phillips Senr of Barton in the County of Suffolk Merchant before our Justices of our Court of Common Pleas holden at Northampton within and for our County of Hampshire on the fourth Tuesday of March the Year 1787 recovered Judgment for his Debt & Oppression & a certain Messuage & Tract of Land lying in Montgomery in our said County on the West side of the high Way leading from Montgomery to Norwich containing eighty Acres bounding East on Land of Ebenezer Stergis North on the Farm of Seth Bunker West partly on the Lake called the Mainsley Lake & the Residue on Thomas Dewey's Land & South on Land of Abel Pettis with the Appurtenances against Abner Rice of Montgomery aforesaid Yeoman & also Two hundred pounds Twenty shillings & six pence for Costs &c as in said Judgment of Record — And also the Judgment be rendered & an Execution issued & Various Executions have duly issued, neither of said Levies have ever been served or the said Costs paid or Seizin & Possession of said Land given to said William — whereof said William hath made application for Remedy &c — The said William appears & the said Abner the three Times called

Phillips vs Rice May 4 1793

to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said William do recover against the said Abner his Possession of the demanded Premises, with his Costs of Plaint & the former Suit taxed at £7 0 0 & Costs & Charges &c

Writ of Poss. ish. Sept 30. 1793

Lyman vs Hayden
May 8. 1793

Isaac Lyman of Kingsbury in the County of Washington & State of New York Yeoman Plff vs Moses Hayden of Conway in the County of Hampshire Gentleman Deft in a Plea of the Case for that said Moses at Whitingham viz at Greenfield on December 9th 1791 by his Note for Value rec'd promised the Plff to pay him £20 lawful Money by the first day of May A Dom 1793 with Int & Moses has never paid the same tho requested but neglects it to the Damage of said Isaac Thirty pounds — This Case was entered at the last Term & continued to this Time & now the Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Isaac do recover against said Moses Twenty pounds nine shillings lawful Money Damages & Costs of Suit taxed at £3. 18. 9 & Execution &c

Execution ish. Sept 23 1793

Pennell vs Bell
May 13. 1793

Archibald Pennel of Cherry Valley in the County of Otsego & State of New York Yeoman Plff vs Thomas Bell of Colrain in the County of Hampshire Gentleman Deft in a Plea of Trespass for that said Thomas at Colrain aforesaid on August 1st last with Force & Arms broke and entered the Plff's Close there being & then & there trod down & mowed the Grass of the Plff there growing & the same carried away of the Value of Four pounds contrary to Law &c. Also for that the said Thomas at Colrain aforesaid on the aforesaid 1st day of August with Force & Arms broke & entered another Close of the Plff bounded beginning at the North East Corner & a Stake & Stones thence running South two degrees East fifty perches to a Stake & Stones thence North two degrees West fifty perches to a Stake & Stones thence East twenty degrees South 88 perches to the Bounds first mentioned being part of Lot Number 46 in said first Division of Lots in said Town being 27 Acres & 2 Rods off of the West End of said Lot & being so entered then & there trod down & mowed the Grass of the Plff there & there growing & the same carried away of the Value of Four pounds contrary to Law & to the Damage of said Archibald Four pounds — This Case was entered at the last Term of this Court & was continued to this Time

The Plff appears by Wm Coleman his Attorney & the Deft by Saml Leavitt his Attorney comes & defends &c & as to the trespass & force & arms & as to all the Trespass aforesaid except the breaking & entering said Close & said Thomas says that he is not guilty & of this he puts himself upon the Country & the said Archibald likewise & as to breaking & entering said Close & said that said Archibald ought not to have or maintain his said Action against him because he says that long before said Time & also said Time when one John Bolton Esqr & Heber Newell Gentn both late of Colrain aforesaid were & still are seized of a certain Tract of Land situate & lying in Colrain aforesaid as their Demesne as of Fee & the said Thomas by their Tenant & with their Leave & Consent entered into said Close mowed the Grass there growing & carried away the same as it was lawful for him to do, & that he is ready to verify wherefore he prays Judgment of the said Archibald ought not to have or maintain his said Action &c

The said Archibald replying & hereby specially to avoid this Plea & make any other & further Answer to the same says that the said Plea aforesaid & the Matters in the same are insufficient in Law to bar the said Plff of his Action & ought not to be received to the same — And the said Plff says his Plea & replication by the said Thomas in the first place specially replied & alleged is insufficient & not sufficient in Law to bar the said Plff of his Action & ought not to be received to the same — And the said Plff says that the said Thomas ought not to be received to the Exclusion of the said Archibald & maintaining his said Action

Upon which it is considered by the Court that said Archibald do recover against the said Thomas the said Four pounds lawful Money Damages & Costs of Suit taxed at

whereupon the said Thomas by Jona. Lawrence his Atty. appeals from this Judgt. of this Court to the Supreme Judicial Court to be holden at Pittsfield within & for the County of Berkshire on the fourth Tuesday of Feby. Instant & thereupon the said Thomas with Samuel Bolton & John Bolton his Sureties for his prosecuting the same with Effect &c.

Bolton & al. Appeal &c May 10. 1793

Samuel Boltwood of Conway in the County of Hampshire Gentn. Pltff. vs John Willard of Buckland in the same County Physician Deft. in a Plea of the Case for that said John late of Conway on December 23d. 1791 by his Note for Value received promised said Samuel to pay him One hundred & twenty nine pounds eighteen pence lawful Money on Demand with Interest & yet said John tho requested has never paid the same but neglects & refuses to pay the Damage of said Samuel One hundred & eighty pounds. This Case was entered at the last Term of this Court & continued to this Term — And now the Pltff appears & the Deft. tho three times called to come into Court makes Default of Appearance &c Wherefore it is considered by the Court that said Samuel do recover against said John One hundred & five pounds fifteen shillings & three pence lawful Money Damages & Costs of Suit taxed at £2.5.1 & Execution &c.

Day vs Clap May 23. 1793

Joel Day of Springfield in the County of Hampshire Yeoman Pltff. vs Ezra Clap of Westfield in the same County Gentn. Deft. in a Plea &c as is at large set forth in the Declaration on File — This Case was entered at the last Term of this Court — And now the Pltff being three times called to come into Court is nonsuited & the Deft. defaulted & the Action is dismissed

Putnam vs Eddy May 24. 1793

Eli Putnam of Ludlow in the County of Hampshire Yeoman Pltff. vs George Eddy of Stanby in the same County Yeoman Deft. in a Plea of the Case for that the said George at Northampton on May 13. 1791 by his Note for Value received promised said Eli to pay the quantity of fifteen hundred Weight of good merchantable Bar Iron on or before the fourth day of September 1792 with Interest yet said George has never paid the same but neglects & refuses to pay the Damage of said Eli Forty pounds — This Case was entered at the last Term of this Court & continued to this Term — And now the Pltff appears & the Deft. tho three times called to come into Court makes Default of Appearance &c Wherefore it is considered by the Court that said Eli do recover against said George Twenty three pounds one Shilling & eight pence lawful Money Damages & Costs of Suit taxed at £2.16.0 & Execution &c.

Talcott & al vs Lyman Execution Sept. 26. 1793

Nathaniel Talcott Junr. & George Hale both of Glastenbury in the County of Hartford & State of Connecticut Traders Pltffs. vs Joel Lyman of Northampton in the County of Hampshire Gentn. Deft. in a Plea of the Case for that said Joel late of Glastenbury viz at Northampton on June 23d. 1791 by his Note for Value received promised the Pltffs to pay them forty six pounds 8/10 & No. on Demand with Interest yet said Joel tho requested has never paid the same but neglects & refuses to pay the Pltffs Damage of said Pltffs Seventy pounds — This Case was entered at the last Term of this Court & continued to this Term & now the Pltffs appear & the Deft. tho three times called to come into Court makes Default of Appearance &c Wherefore it is considered by the Court that said Nathaniel & George do recover against said Joel Fifty two pounds eleven shillings & seven pence lawful Money Damages & Costs of Suit taxed at £3.16.5 & Execution &c.

Strong & al vs Johnson Execution Sept. 26. 1793

Simeon Strong of Amherst in the County of Hampshire Esqr. & Hugh Strong Esqr. Pltffs. vs Johnson of Pelham in the same County Yeoman Deft. in a Plea of the Case for that said Hugh late of Sunderland on December 1st. 1788 by his Note for Value received promised said Simeon to pay him or order £12.5.10 & No. on Demand with Interest yet said Hugh tho requested has never paid the same but neglects & refuses to pay the Damage of said Simeon £12. This Case was entered at the last Term & continued to this Term & now the Pltffs appear & the Deft. tho three times called to come into Court makes Default of Appearance &c Wherefore it is considered that said Simeon do recover against said Hugh

Strong & al vs Johnson
May 30. 1793

Nehemiah Strong of Newtown in the County of Fairfield & State of Connecticut Esq. Pltff vs Hugh Johnson of Pelham in the County of Hampshire Yeoman Deft in a Plea that said Hugh render to said Nehemiah £27.2.0 which he him owes & from him detains and wrongfully detains and said Nehemiah complains — That at the Court of Common Pleas holden at Northampton in & for the County of Hampshire on the last Tuesday of August 1785 said Nehemiah recovered against said Hugh £25.11.4 Damages & £1.11.4 Costs which Judgment is in full Force not reversed annulled or satisfied & the Execn alias & Pluries Execns have issued yet they have been returned wholly unsatisfied whereby Action accrues &c. Yet said Hugh the requested hath never paid the same but neglects & refuses to the Damage of said Nehemiah Forty pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here — Therefore it is considered by the Court that said Nehemiah do recover against said Hugh Forty pounds of lawful Money Debt & Costs of suit taxed at £2.3.3 & thereof &c.

Frary vs Howe
May 31. 1793

Gideon Frary late of Conway in the County of Hampshire Gent. Pltff vs Aaron Howe of the same Conway Blacksmith Deft in a Plea &c as is at large set forth in the Declaration on file &c. This Case was entered at the last Term of this Court & continued to this Time — And now neither Party appearing in Court this Case is dismissed

Fletcher vs Walker
May 31. 1793

John Fletcher late of East Windsor in the County of Hartford & State of Connecticut Merchant Pltff vs Thomas Walker of Norwich in the County of Hampshire Potter Deft in a Plea &c as is at large set forth in the Declaration on file &c. This Case was entered at the last Term of this Court & continued to this Time — And now neither Party appearing this Case is dismissed

Barnard vs Noble
May 30. 1793

Ebenezer Barnard Gent. of Hartford in the State of Connecticut Gent. Pltff vs Jahan Noble of Southwick in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Jahan at Westfield on August 22d 1792 by his Note for Value received promised the Pltff to pay him £24.10.8 & No on Demand to the Pltff yet said Jahan the requested has not paid the same but neglects & refuses to the Damage of said Ebenezer Forty pounds — This Case was entered at the last Term & continued to this Time — And now the Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here — Therefore it is considered by the Court that said Ebenezer do recover against said Jahan £24 with No Damages & Costs of suit taxed at £2.7.1 & thereof &c.

Excutiff Sept. 20. 1793 —

Bowne & al vs Bothwood
May 28 1793

Robert Bowne & Richard R. Lawrence both of the City County & State of New York Merch. Pltffs vs Samuel Bothwood of Conway in the County of Hampshire Merch. Deft in a Plea of Covenant broken for that the said Samuel at New York to wit at Northampton on August 5. 1791 by his certain Writing sealed with his Seal of said Samuel did promise the Pltffs by the Name & Style of Bowne & Lawrence merchants & Copartners in Trade in New York within six months next ensuing the date hereof to pay them or Order £50.0.0 Spanish milled Dollars in lawful Money of the State of New York in six months next ensuing the date hereof & Spanish — Yet said Samuel the said Deft has never hitherto kept performed & fulfilled his said Covenant but the same broken and yet doth Damage of said Pltffs £ Eighteen hundred Pounds — This Case was entered at the last Term of this Court & continued to this Time — And now the Pltffs appear & the Deft tho three times called to come into Court makes Default of appearance here — Therefore it is considered by the Court that the Pltffs do recover against said Deft Sixteen hundred Pounds Sixteen Shillings & Ten pence of lawful Money Damages & Costs of suit which taxed at £2.5.7 & thereof &c.

Excutiff Sept. 20. 1793 —

Phineas Speight of Norwich in the County of Hampshire Yeoman Pltff Zebadiah Moore of Windsor in the County of Berkshire Yeoman Deft Plea of the Case for that said Zebadiah at Northampton on March 11. 1791 by his Note for Value received promised the Pltff to pay him or Order £10.8.8 in Money & Mr worth of neat Cattle at the Arrival of Men be sent for them with Interest for the same till paid. The said Zebadiah the respondent has never paid the same but neglected & to the Damage of the Pltff Twelve pounds. This Case was entered at the last Term when the Deft made Default of Appearance, & the Case was continued for Judgment to this Term. And now the Pltff appears & moves for Judgment. And it is considered by the Court that the Pltff do recover against the Deft Eleven pounds Seven Shillings & five pence & Mr Damages & Costs of Suit taxed at £2 2s 6d & therefore Execution. Speight vs Moore May 40. 1793

Solomon Phelps of Hopkins in the County of Hampshire Farmer Plaintiff Theodore Lord & Eliza Lord all of Chesterfield in the County of Windsor & State of Connecticut & Henry Fowler of Westfield in the County of Hampshire & State of Connecticut Pltff in Debt Cove of Richmond in the County of Berkshire Yeoman in a Plea of the Case for that said Cobbell at said Westfield on October 8th last, each being justly indebted to the Pltff in the sum of £134.7.6 & Mr for 24 head of Cattle there before that time sold & delivered at his request, in Consideration whereof he assumed on himself & the Pltff then & there promised & gave them the same sum on Demand at the said Cobbell's request but never paid the same but neglects it to the Damage of the said Pltff £150. This Case was entered at the last Term of this Court & was continued to this Time. And now the Pltff appears by Joseph Lyman Esq his Attorney & the Deft by S Williams Esq his Attorney comes & defends &c & reserving Liberty of waiving his Demurrer on the Trial of the Cause & pleading anew says the Declaration aforesaid is insufficient &c. And the Pltff consenting to said Reservation says his Declaration is sufficient &c. All which being seen & understood by the Court it appears to the Court that the Declaration of the Pltff is sufficient & that the Plea of the Deft is an insufficient answer therefor & ought not to bar them from having & maintaining their said action. Therefore it is considered by the Court that the Pltff do recover against said Deft One hundred Thirty four pounds seven Shillings & expence & Mr Damages & Costs of Suit taxed at £3.15.3. Whereupon the Deft by his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September instant & he recognizes with Surties for said Cobbell prosecuting the same with Effect &c. Phelps vs Cone May 42 1793

Seth Westmore of Westfield in the County of Hampshire Merchant Pltff Abel Cone of Richmond in the County of Berkshire Yeoman Deft in a Plea of the Case for that said Cobbell at said Westfield on October 8th last being justly indebted to the Pltff in the sum of £27 & 10 for Five Yoke of Cattle there before that time sold & delivered at the request of said Cobbell in Consideration whereof said Cobbell promised & gave him the same sum on Demand. The said Cobbell the respondent has never paid the same but neglects it to the Damage of said Pltff Forty pounds. This Case was entered at the last Term of this Court & continued to this Time. And now the Pltff appears by Joseph Lyman Esq his Attorney & the Deft by S Williams Esq his Attorney comes & defends &c & reserving Liberty to waive his Demurrer on Trial of the Cause says the Pltff's Declaration is insufficient &c. Wherefore &c. And the Pltff consenting to said Reservation says the Declaration is sufficient &c. All which being seen & understood by the Court it appears to the Court that the Pltff's Declaration is sufficient & that the Plea of the Deft is an insufficient answer thereto & ought not to preclude the Pltff from having & maintaining his said action. Therefore it is considered that said Pltff do recover against said Cobbell Esq of lawful Money Damages & Costs of Suit taxed at £3.15.3. Whereupon the said Cobbell by his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September instant & he recognizes with Surties for said Cobbell prosecuting the same with Effect &c. Westmore vs Cone May 43. 1793

Douglass vs Parsons
May 45. 1793

Thomas James Douglass of Westfield in the County of Hampshire Gent. Pltff vs Samuel Parsons of Norwich in the same County Gent. Deft in a Plea of the Case for that said Samuel at Norwich on November last 1790 being indebted to the Pltff in the Sum of £11.11.0 L.M. to ballance book accounts in consideration whereof s.d Samuel promised to pay him the same Sum on Demand — yet said Samuel tho requested has never paid the same but neglects & refuses to the Damage of s.d Thomas £20 This Case was entered at the Last Term of this Court when the said Parties appeared & referred this Action to the Determination of Samuel Fowler Esq. Elisha Flint & Edward Taylor Esq.rs & the Case was continued to this Time — And now the Parties appear & the References aforesaid send into Court their Award "That s.d Douglass recover against s.d Samuel One pound two Shillings & his reasonable Damages £2.12.10 "Costs of Reference & twelve Shillings Costs of Court" Whereupon it is considered by the Court that s.d Thomas do accordingly recover against s.d Samuel the Sums aforesaid & thereof &c —

Sprague & Haskell vs
May 46. 1793

John Sprague of Lancaster in the County of Worcester & Pltff vs Philip Haskell of Plainfield in the County of Hampshire yeoman Deft in a Plea &c as is at large set forth in the Declaration on File &c — This Case was entered at the Last Term of this Court & continued to this Time & now neither Party appearing this Case is dismissed

Thendall vs McClenbock
May 49. 1793

Levi Thendall of Richmond in the County of Berkshire & State of New Hampshire Yeoman Pltff vs Joseph McClenbock of Mendon in the County of Worcester Gent.m Deft in a Plea of Debt for that said Joseph at Northampton on July 31. 1792 by his Writing obligatory of that Date under his hand & Seal bound him his Heirs to the Pltff in the Sum of fifty pounds to be paid s.d Levi on demand & the said Joseph tho requested has not paid s.d Sum but detains it to the Damage of s.d Levi Sixty pounds — This Case was entered at the last Term of this Court & continued to this Time & now the Pltff appears by David Bigelow Esq.r his Att.y & the Deft by Moses Morgan Esq.r his Att.y comes & defends &c & reserving Liberty to plead anew at the Sessions next Court saith he is not guilty — And said Levi consenting to s.d Reservation saith said Joseph's Plea is bad & insufficient in Law & to which he is not bound to answer & prays Judgment for his Debt & Costs — And the said Joseph saith that his Plea is good & sufficient in Law & thereof prays Judgment — All which being seen & understood by the Court it appears to the Court that the Plea aforesaid of the said Joseph is an insufficient Answer to the Pltffs Declaration & ought not to preclude him from having & maintaining his said Action — Therefore it is considered by the Court that said Levi do recover against the s.d Joseph Sixty pounds of lawful money Debt & Costs of Suit taxed at £1.3.3 Whereupon s.d Joseph by his said Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the s.d County of Hampshire on the fourth Tuesday of September instant & he recognizes with Sureties for his prosecuting s.d Appeal with Effect &c —

Pomeroy vs Conden
May 56. 1793

Lucius Pomeroy of Warwick in the County of Hampshire Husbandman Pltff vs Seth Conden of Bernardston in the same County Trader Deft in a Plea &c as is at large set forth in the Declaration on File &c which Case was Entered at the last Term of this Court & continued to this Time — And now at this Time neither Party appearing this Case is dismissed

Smith vs Smith
June 3 1793

Gad Smith of Whately in the County of Hampshire Trader Pltff vs Elias Smith of Whately aforesaid Yeoman Deft in a Plea of the Case for that said John at said Whately on March 22 last by his Note for Value received promised said Gad to pay him or Order £7.7.0 on Demand yet the said John tho requested has never paid the same but neglects & refuses to the Damage of said Gad [illegible] — This Case was entered at the last Term of this Court & continued to this Time & now the Pltff appears & the Deft tho called to come into Court makes Default & the Case is thereupon considered by the Court that said Gad do recover against said John [illegible] dollars [illegible] Shillings [illegible] Costs of suit taxed at £1.10.7 & thereof &c

Recognized Sept. 23. 1793

Gad Smith of Whately in the County of Hampshire Trader Pltff at Same
at Wells Esq. of Conway in the Same County Yeoman Deft in a Plea as
is at large set forth in the Declaration on File &c. which Case was entered
at the Last Term of this Court & continued to this Time & now neither
party appearing this Case is dismissed — Smith vs Wells May 6d. 1793

Seth Temple of Shelb in the County of Hampshire Yeoman Pltff & Gideon
Hayward of the Same Shelb Yeoman Deft in a Plea as is at large
set forth in the Declaration on File &c. — This Action was commenced
at the Last Term of this Court & continued to this Time & now neither
party appearing this Case is dismissed — Temple vs Hayward May 6d. 1793

Nehemiah Charles of Brimfield in the County of Hampshire Husbandman
Pltff vs Solomon Charles of the Same Brimfield Husbandman Deft in a
Plea of the Case as is at large set forth in the Declaration on File &c.
This Case was entered at the Last Term of this Court & continued to
this Time & now neither Party appearing this Case is dismissed — Charles vs Charles May 70. 1793

Jonathan Eddy of Monson in the County of Hampshire Yeoman Pltff at
John Faulk of Ludlow in the Same County Yeoman Deft in a Plea
of the Case for that said John at South Brimfield on December 16. 1792 by his
Note for Value rec'd promised one Barnabas Eddy to pay him or Order
Seventeen pounds seven shillings & 6d on Demand with Interest
till paid. — Yet said John the regardless hereof never paid the Same
but neglects & to the Damage of said Jonathan thirty pounds &c.
This Case was entered at the Last Term & continued to this Time — And
now the Pltff appears & the Deft the three times called to come into Court
makes Default of Appearance here — Wherefore it is considered by
the Court that said Jonathan do recover against said John Eighteen
pounds two shillings & one penny L M Damages & Costs of
Suit taxed at £2 2s 2d & thereof &c. Execution Sept. 20. 1793.

Longmeadow vs Brown May 76. 1793

Humbly the Inhabitants of Longmeadow in the County that Phoebe
Brown of said Longmeadow Single woman is a poor Person and
infirm that ever since December 3d 1792 she has been & now is un
able to Support herself & destitute of all Means of Support, is deprived
sick & infirm, & did & daily for Assistance & Support that the Town have
afforded necessary Assistance & Support & been at great Charge herein &
expended £2 7s 9d 3 — That said Phoebe is like to continue to be char
geable — And said Inhabitants say they are not bound by Law
to provide for her Support, because the Phoebe is Daughter begotten
& born in lawful Wedlock of Ebenezer Brown late of Longmeadow
& Phoebe his Wife who was Daughter of Jonathan Brown of Long
Meadow Yeoman who is Grandfather to said Phoebe Poor Pauper
& is bound by Law if of sufficient Ability to provide for her Support
That the said Jonathan has Estate & is of sufficient Ability & well able
to Support the Phoebe & has been duly notified of her miserable
Condition & been requested to support the Phoebe but has refused
so to do — They therefore pray said Jonathan may be ordered
to provide for the Support of the Phoebe & to pay & refund to the
said Town the aforesaid Sum of £2 7s 9d 3 & such other Sums
as the Town may have already expended for her Support & con
tell such Order be made &c. Upon said Petition was entered at
the Last Term of this Court whereon it was ordered that the Jonathan
be cited to appear at this Time to shew Cause if any he had
why the Prayer of the foregoing Petition should not be granted
And now at this Time the Petitioners appear & the said Jona
than the three times called to come into Court makes Default
of Appearance here. Wherefore it is considered by the Court
that the said Jonathan do provide for the future Support and
Maintenance of the aforesaid Phoebe the Pauper, & that the said
Inhabitants do recover of the said Jonathan the Sum they have already
expended for the Support of said Phoebe amounting to the Sum
of Thirty four pounds fifteen shillings & one penny &
the Costs of this Suit taxed at £2 2s 6d & thereof &c.

Execution Sept. 20. 1793

Martin Sheldon Gent. of Westfield in Hartford County in State of Connecticut Plff
vs Job Pitch Yeoman alias Gent. & Joel Pratt Yeoman alias Gent. both of Worth-
May 31 1793 gomery in the County of Hampshire Defts in a Plea of the Case for that the said Defts
did at Westfield viz at Springfield on March 20 1792 by their Note for Value
rec'd promised the Plff to pay him at his Dwelling House £12.1.10 worth of
Neat Cattle Bulls & Steers selected by him 1st Man next February Yet the said
Defts have neglected & refused to pay the same but the same to the Damage of the said Martin
Sixteen pounds. This Case was commenced at the last Term of this Court and
continued to this Time — and now the Plff appears & the Defts tho' three
Times called to come into Court make Default of appearance here —
Wherefore it is considered by the Court that said Martin do recover against
the said Job & Joel Pratt jointly one shilling damages & Costs of Suit taxed at £2.11.9 & Execution &c. Execution issued Sept. 20 1793.

Wood vs Dewey

Samuel Wood of Chester in the County of Hampshire Yeoman Plff vs Noble Lawrence
of Westfield in said County Yeoman & Lazarus Lackey of Norwich in said County Gent. Defts
in a Plea of the Case for that said Noble & Lazarus at Norwich aforesaid on November
16th last by their Note promised the Plff to pay him £9.15.0 & 1/2 worth
subject Yet said Defts the requested have never paid the same but neglect & refuse to
the Damage of said Samuel Thirty pounds. This Case was commenced at the last
Term of this Court & continued to this Time — and now the Plff appears & the
Defts tho' three Times called to come into Court make Default of appearance
here Wherefore it is considered by the Court that said Samuel do recover against
said Noble & Lazarus Ten pounds four shillings & nine pence damages &
Costs of Suit taxed at £2.6.11 & Execution &c. Execution issued Sept. 23 1793.

Selden vs Marsh
May 28 1793

Joseph Dudley Selden & Roger Selden Traders both of Lansingburgh in the County of
Albany & State of New York Plffs vs Ebenezer Marsh of Hadley in the County of
Hampshire Yeoman alias Gent. Deft in a Plea of the Case at large & both in
the Declaration on file. This Action was commenced at the last Term & continued
to this Time & now neither party appearing the Case is dismissed —

Lane vs Lyman
May 30. 1793

Joseph Dudley Selden & Roger Selden both of Lansingburgh in the County of
Albany & State of New York Copartners Plffs vs Timothy Lyman of Hadley
in the County of Hampshire Gent. Deft in a Plea of the Case for that said Defendant
at said Hadley on April 23d last by his Note for Value rec'd promised the
Plffs to pay them or Order £4.13.8 & 1/2 on Demand with Interest & yet
the said Timothy the requested hath never paid the same but refuses to do it
to the Damage of said Plffs Nine pounds. This Case was entered at the last
Term of this Court & continued to this Time & now the Plffs appear & the
Defts tho' three Times called to come into Court make Default of appearance
here Wherefore it is considered by the Court that said Defts do recover
against said Timothy Five pounds one shilling damages & Costs
of Suit taxed at £2.10.0 & Execution &c. Execution issued Sept. 23 1793.

Hart vs Graves
May 31. 1793

John Hart of Hatfield in the County of Hampshire Merch. & Oliver Graves
of Hadley in the County & State aforesaid Yeoman Defts in a Plea of the Case
for that they in the Dwelling House in Hadley aforesaid on July 1st last
Term & continued to this Time — and now neither party appearing
the Case is dismissed

Parker & al vs Porter & al
May 31 1793

Phineas Parker & al Hadley in the County of Hampshire Gent. Trustees of the same
Township Plffs vs Noah Porter & Gent. Joseph Gent. Selectmen of the Township
[illegible] Defts [illegible] in a Plea of the Case [illegible]
[illegible] the said Plffs [illegible] on July 1st 1792 [illegible]
[illegible] the said Plffs [illegible] on July 1st 1792 [illegible]
under their hands & seals [illegible] Trustees [illegible]
or their administrators to pay [illegible] the same [illegible]
said Defts the requested have [illegible] the same [illegible]
damage of said Plffs [illegible] This Case was commenced at the last
Term of this Court & continued to this Time & now the Plffs appear & the
Defts tho' three Times called to come into Court make Default of appearance here,
Therefore it is considered by the Court that said Plffs do recover against the
said Defts [illegible] Forty shillings & [illegible] damages & Costs of Suit
taxed at £[illegible] & Execution issued [illegible] each of
the Defts [illegible] Costs &

Eleazer Porter & William Porter late of Hadam in the County of Hampshire Shopkeepers Plffs vs John Montague of Hadley in said County Gent. Defdt in a Plea of the Case for that said John at said Hadley on August 21. 1790 by his Note for Value rec'd promised said Eleazer & William & their heirs or order £23.10.0 Lawful money on Demand with Interest & for the consideration requested hath never paid the same but neglected to the Damage of said Eleazer & William £20 — This action was commenced at the last Term of this Court & was continued to this Time & now the Plffs appear & the Defdt tho' three times called to come into Court makes default of appearance here Whereupon it is considered by the Court that said Eleazer & William do recover against the said John Twenty one pounds one Shilling & ten pence Lawful Damages & Costs of Suit taxed at £ to be Debt & Execution &c

Porter & al vs Montague May 94. 1793

Excon iss'd Sept. 23. 1793

Elisa Coats of Amherst in the County of Hampshire Yeoman Plff & Enoch Field of the same Place Cordwainer Defdt in a Plea of the Case for that said Defdt on December 28th 1788 by his Note for Value rec'd promised said Elisa to pay him or Order £4.4.10 Lawful money on Demand with Interest & said John to request has never paid the same but expends to the Damage of said Elisa Ten pounds — This case was entered at the last Term & continued to this Time — And now the Plff appears & the Defdt tho' three times called to come into Court makes default of appearance here — Whereupon it is considered by the Court that said Elisa recover against said John Sixpounds one Shilling & ten pence Lawful Money Damages & Costs of Suit taxed at £ Debt & Execution &c —

Coats vs Field May 95. 1793

Excon iss'd Sept. 23 1793

Elisa Wright of Northampton in the County of Hampshire Cordwainer Appellant vs Patrick Welch of Enfield in the County of Hartford & State of Connecticut Other Appellee from the Judgment of Jos. Hunt Esq. Justice Peace — in which Case said Patrick was Plff & said Elisa Defdt in a Plea of the Case for that said Elisa at Northampton on January 10th 1792 by his Note for Value rec'd promised said Patrick & his heirs or order Twopounds ten Shillings Lawful Money worth of good merchantable Neat Leather Shoes by November 1st then next with Interest & that said Elisa has never paid the same but the requested & neglected to the Damage of said Patrick Five pounds & Eight Shillings — This case was entered at the last Term of this Court & continued to this Time — And now the said Parties appear & on the Issue on their former Pleadings filed The said Elisa says that he never promised in a Manner & Form as the Plff in his Declaration has alleged against him & of this he puts himself on the Country & the said Patrick likewise — At a Jury at this Time returned impannelled & sworn to try the Issue joined upon their Oath that they find the said Elisa did promise in manner & form as set forth in the Declaration & assess Damages to Twopounds & Eight Shillings — Whereupon it is considered by the Court that said Patrick do recover against the said Elisa Twopounds fifteen Shillings Lawful Money Damages & Costs of suit taxed at £ 3.6.5 & Execution &c

Wright & Appt vs Welch & Ptff May 97. 1793

Martin Starr of Norwich in the County of Hampshire Cooper Plff & David Munroe of North Brookfield in the County of Worcester Yeoman Defdt in a Plea of the Case for that said David at Hampshire in said County of Hampshire on October 14th last by his Note for Value rec'd promised one William Mitchell to pay him or Order £18.2.0 Lawful Money on Demand with Interest & said William then on the 1st day of November indorsed said Note over to the said Plff & order'd the same to be paid to him the said Martin on Demand & the said David tho' requested has never paid the same but neglected to the Damage of said Martin Fourteen pounds — This case was entered at the last Term of this Court & continued to this Time & now the Plff appears & the Defdt tho' three times called to come into Court makes default of appearance here — Whereupon it is considered by the Court that said Martin recover against said David Twopounds fifteen Shillings Lawful Money Damages & Costs of suit taxed &c — Debt Bill & Execution &c

Starr vs Munroe May 98 1793

Execon iss'd Sept. 23. 1793.

Dwight & al
vs
Burr
May 1792 1793.

Timothy Dwight of Springfield in the County of Hampshire Esq. & James Scott Dwight of the same Springfield Stephen Jones & Reuben Burr of Morgan in the same County Esq. Defts in a Plea of the Case for that the said Reuben at Springfield on November 23d 1791 by his Note for Value received promised the Plfs to pay them or Order £13.18.6 Lawful on Demand with Interest also for that the said Reuben Burr on December 27th 1791 by his other Note for Value received promised the Plfs to pay them or Order £17.14.3 Lawful on Demand with Interest also for that said Reuben at Springfield on the 1st day of March was justly indebted to the Plfs in 32/ for divers Goods before that time sold & delivered at his said Reubens Request. & said Reuben promised to pay the Plfs therefor the same when on Demand & yet said Reuben the requested has never paid either the sums aforesaid but neglected to the Damage of said Jonathan & James Forty five pounds &c. This Case was commenced at the last Term of this Court & continued to this time & now the Plfs appeared & the Defts the three times called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Jonathan & James do recover against the said Reuben Thirty five pounds thirteen shillings & three pence of lawful Money Damages & Costs of Suit taxed at £2.2.9 & thereof &c.

Whitman
vs
Leonard
May 1793.

Samuel Whitman of Hartford in the State of Connecticut Gent. Plff &c. David Leonard of West Springfield in the County of Hampshire Yeoman Defdt in a Plea of the Case for that said David at Hartford or at Springfield on March 30. 1792 by his Note for Value received promised the Plff to pay him £10.18.8 Lawful worth of Grain to be delivered at Hartford by February 1. then next & said David the requested has never paid the same but neglected to the Damage of said Samuel Fifteen pounds. This Action was commenced at the last Term of this Court & continued to this Time & now the Plff appears & the Defdt the three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Samuel do recover against the said David Ten pounds seventeen shillings & ten pence lawful Money Damages & Costs of Suit taxed at £2.12.3 & thereof &c. Execution Sept. 30. 1793

Phillips &c. a.
vs
Howard
May 1793.

William Phillips of Boston in the County of Suffolk & Phillips Howard of Southwick in the County of Hampshire Yeoman Defdt in a Plea of the Case for that said Joseph at Northampton aforesaid on February 4th 1790 by his Note for Value received promised the Plff to pay him or Order £5.9.15.5 Lawful Money by May 1st 1793 with Interest yet the said Joseph has never paid the same but neglected to the Damage of said William Forty pounds. This Case was entered at the last Term of this Court & continued to this Time & now neither Party appearing the Case is dismissed.

Sayre
vs
Leonard
May 1793

William Phillips of Boston in the County of Suffolk Gent. Plff vs. Samuel Leonard of West Springfield in the County of Hampshire Yeoman Defdt in a Plea of the Case for that said Samuel at West Springfield aforesaid on Feb. 22d 1789 by his Note for Value received promised said William to pay him or Order £10.5.4 Lawful on Demand with Interest & said Samuel the requested has never paid the same but neglected to the Damage of said William Fifteen pounds. This Case was entered at the last Term of this Court & continued to this Time & now the Plff appears & the Defdt the three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said William do recover against the said Samuel Eleven pounds nineteen shillings & two pence of lawful Money Damages & Costs of Suit taxed at £2.9.10 & thereof &c. Execution Sept. 30. 1793.

Butler
vs
Dixon
Aug. 1793

Comfort Butler of Wilkes Barre in the State of Connecticut Gent. Plff vs. James Dixon of Middlefield in the County of Hampshire Yeoman Defdt in a Plea of the Case for that said James at Middlefield aforesaid on May 21. 1789 was indebted to said Comfort in 389 Continental Dollars before that time received of said Comfort in consideration of said James promised to pay him therefor on Demand in Specie. But said James afterwards at Middlefield on Feb. 11. 1791 by his Note for Value received promised said Comfort to pay him Twenty Dollars in Specie within [illegible] & said James the requested has not performed the [illegible]

said Promises but neglects & to the Damage of £5 Compute Lawful
Money — This Case was entered at the last Term of this Court & con
tinued to this time — And now the Pltff appears by John Phelps Esq. his
Attn & the Deft by Caleb Strong Esq his Attn comes & defends &c & says
he never promised in Manner & Form as the Pltff in his Declara
tion against him hath alledged & thereof puts himself upon the Country
& the Pltff likewise — A Jury at this Term returned impannelled
& sworn to try the Issue declare upon their Oath that they find the Deft
did not promise in Manner & Form as set forth in the Declaration
& thereupon it is considered by the Court that said Samuel recover
against said Cone forth his Costs taxed at Four pounds seven
Shillings & Sixpence & thereof &c — Execution Sept. 20 1793

Isaac Stiles Esq. of Granville in the County of Hampshire Yeoman
Pltff v. John Cooley of the same Granville Yeoman Deft in a Plea
of the Case for that said Isaac said Granville on April 9. 1785
by his Note for Value rec'd promised said Isaac to pay him or Order
Seven pounds fifteen Shillings Silver Money worth of Rye or
Grain to be delivered on or before November 1st then next with
Interest after that Time Yet said Isaac the requested has never
paid the same but neglects & to the Damage of said Isaac Twenty
pounds — This Case was commenced at the last Term & con
tinued to this Time — And now the Pltff appears & the Deft tho
three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that
said Isaac do recover against said John Ten pounds fifteen
Shillings & ten pence Lawful Damages & Costs of Suit taxed
at £2.12.11 & thereof &c — Execution Sept. 20 1793

Stiles v. Cooley
May 115. 1793

Joseph Sterry of Chester in the County of Hampshire Yeoman Pltff
v. Malcom Sterry of Dalton in the County of Berkshire Gentn
Deft in a Plea of Trespass on the Case for that said Malcom at Pitts-
field Dist. aforesaid Northampton on June 1st 1786 by his Note for Va
lue rec'd promised said Joseph to pay him thirty three
pounds Lawful on Demand with Interest — Yet said
Malcom the requested has never paid the same but neglects
& to the Damage of said Joseph Forty pounds — This Case was
commenced at the last Term of this Court, ~~when the Deft tho~~ ~~three~~
Times called to come into Court made Default of Ap
pearance in Court & the Case was then continued to this Time
for Judgment — And now the Pltff appears & moves for Judg
ment — And it is considered by the Court that said Joseph
do recover against said Malcom Forty seven pounds Seven
Shillings & two pence Lawful Damages & Costs of Suit taxed at
£2.4.3 & thereof &c — Execution Sept. 20. 1793

Sterry v. Sterry
May 116. 1793

James Beard Junr of Blanford in the County of Hampshire Yeoman
Pltff v. Phineas Bagg of Pittsfield in the County of Berk
shire Yeoman Deft in a Plea of the Case for that said Phineas
at Blanford aforesaid on Sept. 4th 1792 by his Note for Value rec'd
promised said James to pay him Ten pounds ten Shillings Lawful
Money worth of neat Cattle by April 12. 1793 with Interest —
Yet said Phineas the requested has never paid the same but neglects
& to the Damage of said James fifteen pounds This Case was
commenced at the last Term of this Court when the Deft tho three Times
called to come into Court made Default of Appearance in Court

Beard v. Bagg
May 117. 1793

And the Case was continued for Judgment to this Time — And now the Plff appears & prays Judgment — And it is considered by the Court that said James do recover against s^d Phineas Eleven pounds two Shillings & seven pence £ M^o Damages & Costs of Suit taxed at £3.3.3 & Execution &c. Execution iss^d Sept 26th 1793 —

Matter vs Clap & al May 119. 1793

Samuel Matter of Westfield in the County of Hampshire Esqr Plff vs. Asahel Clap Gent^n & Azariah Clap Yeoman both of Northampton in the same County Executors of the last Will & Testament of Caleb Clap late of said Northampton deceased Deft^s in a Plea of the Case for for that said Caleb in his Life Time viz on December 1st 1787 was justly indebted to said Samuel in the Sum of £12.15.2 & M^o for Meat Drink washing Lodging by s^d Samuel for said Caleb in his Life Time found & provided & for his s^d Samuel's Instructing s^d Caleb in the Art & Mistery of a Physician, in Consideration whereof s^d Caleb faithfully promised s^d Samuel to pay him the same Sum & the Interest thereof on Demand — Yet said Caleb in his Life Time tho requested has never paid the Same nor have the said Asahel and Azariah Executors as aforesaid tho often thereunto asked since the Death of said Caleb ever paid the Same but neglect it to the Damage of said Samuel thirty pounds — This Case was commenced at the last Term of this Court & continued to this Time, & now at this Time the Plff appears & the Deft^s tho three Times called to come into Court make Default of Appearance here — Whereupon it is considered by the Court that said Samuel do recover against the said Asahel & Azariah in their said Capacity Twenty one pounds sixteen shillings & seven pence £ M^o Damages & Costs of Suit taxed at £2.6.7 & Execution &c.

Clark vs Brower May 121. 1793.

Obadiah Clark of Easthampton in the County of Hampshire Yeoman Plff vs. Arad Brower of the same Easthampton Yeoman Deft in a Plea of Trespass whereon said Obadiah complains that the said Arad at s^d Easthampton on January 1st last & at divers days & Times between said first Day of January & April 1st last with Force & Arms the Close of him s^d Obadiah did break & enter & eight Yellow Pine Trees then growing each whereof was of one foot over did cut down & carry off from the same Close without Leave or Licence from s^d Obadiah against the Form of the Statute in such Case made & provided & against the Peace, to the Damage of said Obadiah Twenty five pounds —

This Case was commenced at the last Term of this Court & continued to this Time — And now the Plff appears & the Deft tho three Times called to come into Court make Default of Appearance in Court — Whereupon on afterwards the Deft comes into Court, & on the Agreement of the Parties, it is considered by the Court that s^d Obadiah do recover against s^d Arad Four pounds Fourteen shillings of lawful Money Damages & Costs of Suit taxed at £6.7.5 & Execution &c. Execution iss^d Sept 26. 1793.

Noble vs Munroe May 123. 1793.

Bildad Noble of Westfield in the County of Hampshire Yeoman Plff vs Aaron Munroe of Northborough in the County of Worcester Gent^n otherwise called Yeoman Deft in a Plea of the Case for that said Bildad at s^d Westfield on April 1 1787 at the special Instance & Request of s^d Aaron did permit & suffer him s^d Aaron to enter into a piece of Land being in s^d Westfield with a large Barn thereon, containing 1 Rod bounded Easterly on Land of Roger Noble & Amos Taylor Southerly on Land of Aaron Noble Westerly partly adjoining on Land of Roger Sloan & Stephen Noble & running into s^d Aaron by said Barn then Northerly to the East side of said Barn northerly partly

on the County Road & partly on Roger Noles Land to occupy & improve the
Same, he the said David then & there in Consideration thereof promised the
Plff to pay him for the Use thereof by the Year whenever he should be thereto
requested so much as the same was reasonably worth by the Year & for
so long Time as he should occupy & improve the same & said Bildad says
that the said David improved & occupied the Same Land & Barn from
the said first day of April untill the first day of April 1791 & that the
Use & Improvement thereof was during all the said Term well worth nine
pounds Lawf. by the Year — Also for that said David at Westfield
on February 18th 1791 by his Note for Value rec'd promised said Bildad to pay
him ten pounds part thereof in two Cows the Remainder in Cash if
demanded on or before April 1st then next — yet said David tho requested
has never performed either his promises aforesaid but neglects so to do to
Damage of said Bildad thirty pounds — This Case was commenced
at the last Term & continued to this Time, & now the Plff appears &
prays leave to discontinue the first Count in the Declaration, & the
Deft tho three Times called to come into Court makes Default of Appe-
arance here, Wherefore it is considered by the Court that said Bildad
do recover against said David Seven pounds five shillings & five pence
of Lawful Money Damages & Costs of Suit taxed at £2 11s 3d & thereof &c

Execution Sept. 20. 1793

Sibyl Brewer of Ludlow in the County of Hampshire Spinster Plff Brewer vs
vs. John Walsh of Brookfield in the County of Worcester Gent. alias Walsh
Gent. Deft in a Plea of the Case for that said John at said Ludlow on May 24. 1793
July 21. 1790 by his Note for Value rec'd promised said Sybil to pay her
on Demand Ten pounds ten shillings with Interest till paid
yet said John tho often requested has never paid the same but
neglects so to do to the Damage of said Sibyl fifteen pounds
This Case was commenced at the last Term & continued to this Time
& now the Plff appears & the Deft tho three Times called to come into
Court makes Default of Appearance here, Wherefore it is consider-
ed by the Court that said Sibyl do recover against said John Ten
pounds five shillings & eleven pence of Lawful Money Damages & Costs
of Suit taxed at £2 2s 2d & thereof &c Execution Sept 20. 1793

Gad Smith of Whately in the County of Hampshire Innkeeper Plff vs. Smith &
William Fullerdge of Conway in the same County Gent. Physician Deft Fullerdge
in a Plea of the Case for that said William at Whately aforesaid on November 12th May 25 1793.
1791 by his Note for Value rec'd promised said Gad to pay him or Order
Eighty pounds four shillings on Demand with Interest — Also for that the
said William at Whately aforesaid on June 16th last by his other Note for Value
promised said Gad to pay him or Order Ten pounds Fifteen Shil-
lings & nine pence by the first day of January 1793 with Interest after
the first day of October then next — Also for that the said William at
Whately aforesaid on December 27th last by his other Note for Value
received promised said Gad to pay him or Order Ten pounds four
teen shillings & six pence on Demand with Interest yet the said William
tho often requested has never paid any part of the Contents of either
of the above said Notes but neglects so to do to the Damage of said Gad Twenty
pounds — This Case was commenced at the last Term of this Court &
continued to this Time — And now the Plff appears & the Deft tho three
Times called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said Gad do recover against
the said William Fifteen pounds six shillings & one penny of
lawful Money Damages & Costs of Suit taxed at £2 11s 3 and
thereof &c

Execution Sept. 20. 1793

Chapin vs Hanwood
May 126. 1793

Frederick Chapin of Hatfield in the County of Hampshire Yeoman Pltff vs. Francis Hanwood of Westhampton in the same County Physician Deft in a Plea of Trespass on the Case for that said Francis at Hatfield aforesaid on April 15. last by his Note for Value rec'd promised s^d Frederick to pay him or Order Nineteen pounds ten shillings & six pence lawf^l money on Demand with Interest yet s^d Francis the oftentimes requested has never paid the same but neglects it to the Damage of the said Frederick Twenty five pounds This Case was commenced at the last Term of this Court & continued to this Time — And now the Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that s^d Frederick do recover against the said Francis Twenty pounds and two pence of lawf^l money Damages & Costs of Suit taxed at £2 — 3 — 9 & thereof &c

Execution Septr 19. 1793

Morgan vs Field
May 127. 1793

John Morgan of the City & County of Hartford & State of Connecticut Yeoman Pltff vs John Field of Hatfield in the County of Hampshire Gent^n Deft in a Plea of Trespass on the Case for that said Field on Septr 3^d last by his Note of hand for Value rec'd promised one Ebn^r Dickinson to pay him or Order Seven pounds fifteen shillings on Demand with Interest which afterwards the same Day the said Ebenezer by his Indorsement thereon ordered to be paid to said John Morgan &c but the said Field the requested has never paid the same but neglects it to the Damage of s^d Morgan Ten pounds — This Case was commenced at the last Term of this Court & was continued to this Time — And now the Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^d Morgan do recover against said Field Eight pounds four shillings & six pence of lawf^l Damages & Costs of Suit taxed at £3 — 6 — 2 & thereof &c

Execution Septr 30. 1793

Chapin vs Eaton
May 120. 1793

Frederick Chapin of Hatfield in the County of Hampshire Yeoman Pltff William Eaton of Athol in the County of Worcester Blacksmith Deft in a Plea of Trespass on the Case for that said William at Hatfield aforesaid on the eighteenth day of March last by his Note for Value rec'd promised said Frederick to pay him or Order ten shillings & four pence lawf^l on Demand Also for that s^d William at Hatfield aforesaid on March 28th last promised said Frederick to pay him or Order Thirteen pounds eight shillings lawf^l on Demand with Interest yet said William the requested has never paid the same but neglects it to the Damage of said Frederick fifteen pounds — This Case was commenced at the last Term of this Court & continued to this Time — And now the Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Frederick do recover against said William Fourteen pounds six shillings & seven pence lawf^l Damages & Costs of Suit taxed at £1 — 18 — 7 & thereof &c Execution Septr 19. 1793

Wood vs Parks
May 130. 1793

Nathaniel Wood of Hillsdale in the County of Columbia & State of New York Gent^n Pltff vs Warham Parks of Westfield in the County of Hampshire Gent^n Deft in a Plea of the Case for that said Warham at Blanford in the County of Hampshire on April 14. 1785 was justly indebted to said Nathaniel in the Sum of Eighty pounds lawf^l for one hundred & Six Gall^s of New Rum sold & Delivered — said Warham in Consideration thereof promised s^d Nathaniel to pay him the same

Sum & the Interest on Demand &c. Yet said Defdt in no wise regarding his promise paid
the same but neglects & refuses to pay the Damage of said Plaintiff Due in Indebitatus assumpsit
This Case was commenced at the last Term of this Court & continued to this
Time and now the Parties appear by Sam. Fletcher Esq. his Att. & the Defdt by
Joseph Lyman Esq. his Att. comes & defends &c. & for Plea says he never
promised in Manner & Form as the Pltff in his Declaration has alledged
& Place of Matters in the Contrary and the Pltff replying & Liberty to
waive the Demurrer on Joyal of the Appeal says the Plea aforesaid of said
Warham is an insufficient Answer to his Declaration & that he is not bound
by Law to reply thereto & thus he is ready to verify wherefore &c.
And the Defdt consenting to said Resolution saith his Plea is sufficient
Whereupon all & singular the Matters aforesaid being seen & understood
by the Court it appears to the Court that the Plea aforesaid of the said
Warham is a full & sufficient Answer to the Declaration of the said
Nathaniel, & that he the said Nathaniel by his Plea aforesaid ought
to receive Nothing Therefore it is considered that said Nathaniel by
his Plea aforesaid do receive Nothing but that for his general Pltff
Claim he be in Mercy &c. And that said Warham do recover
against said Nathaniel his Costs taxed at £ 1 7 0

Whereupon the said Nathaniel by his said Att. appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September Instant, & he recognizes with Sureties for the prosecuting the same to Effect &c.

Woodbury &c. vs Southwick May 13. 1793

Thomas Woodbury of New Salem & Reuben Adams of Sunderland both in the County of Hampshire late Joint Dealers in Trade in & Plea of the Case for that said Simeon of New Salem aforesaid on February 11. 1792 by his Note for Value rec'd promised said Woodbury & Adams to pay them four pounds thirteen shillings & six pence with Interest - Also for that Sd Simeon of New Salem on June 22d last was indebted to Pltffs in two pounds fifteen shillings for divers Goods by them sold & delivered to said Simeon at his special Instance & Request, & Simeon promised the Pltffs to pay them the same on Demand &c. Yet said Simeon the requested has never paid the same but neglects & refuses to the Pltffs Damage ten pounds
This Case was commenced at the last Term of this Court when the Pltffs appeared & the Defdt the three Times called to come into Court made Default of Appearance here - and the Case was continued for Judgment to this Time and now it is considered by the Court that the Pltffs do recover against the said Simeon Eight pounds ten shillings & six pence Dll. Damages & Costs of Suit taxed at £ 2 2 3 & thus &c. Execution Sept. 26. 1793.

Brooks vs Hemenway May 13. 1793

Rob. Brooks of Northampton in the County of Hampshire Esq. Pltff & George Hemenway late of Charlemont in the same County Yeoman & an absconding Debtor & William Ballard his Agent &c. Defdts in a Plea &c. as is at large set forth in the Declaration on File This Case was commenced at the last Term of this Court & continued to this Time - and now neither Party appearing the Case is dismissed

Hays vs Laflin May 14. 1793

Moses Hays of Southwick in the County of Hampshire Yeoman Pltff & Mathew Laflin Junr of the same Southwick Yeoman Defdt in a Plea &c. as is at large set forth in the Declaration on File &c. This Case was commenced at the last Term & continued to this Time & now neither Party appearing this Case is dismissed

Warner vs Wait
May 147 1793

James Warner of Wilbraham in the County of Hampshire Trader Pltff vs John Wait of Brookfield in the County of Worcester Gent.n Deft in a Plea of the Case for that said John at said Wilbraham on August 3.d 1791 by his Note for Value rec.d promised Jonathan Merrick to pay him or Order Fourteen pounds Lawful Silver Money within three months from the Date of said Note with Interest after three months which the said Jonathan there afterwards the same by his Indorsement thereon ordered to be paid to the Pl James &c &c Yet said John the requested has never paid the same but neglects it to the Damage of Pl James twenty pounds — This Case was commenced at the last Term of this Court & continued to this Time And now the Pltff appears & the Deft tho' three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said James do recover against said John Fourteen pounds eighty shillings & eight pence L14 80 Damages & Costs of Suit taxed at L2 2s 0d & thereof &c — Execution if Sept.r 20th 1793 —

Coolidge vs Dewolfe
May 148 1793

Joseph Coolidge of Boston in the County of Suffolk merch.t Pltff vs Elijah Dewolfe of Belchertown in the County of Hampshire Esq.r Deft in a Plea &c as is at large set forth in the Declaration on File &c — This Case was commenced at the last Term of this Court & continued to this Time — And now neither Party appearing this Case is dismissed

Billings vs Pillsbury
May 151 1793

Aaron Billings of Conway in the County of Hampshire Trader Pltff vs William Pillsbury of the same Conway Physician Deft in a Plea &c as is at large set forth in the Declaration on File — This Case was commenced at the last Term of this Court & continued to this Time — And now neither Party appearing this Case is dismissed

Titus vs Titus & al
May 155 1793.

Ebenezer Titus of Norton in the County of Bristol Gent.n Pltff vs Ebenezer Titus Trader & Elijah Packard Trader both of Greenwich in the County of Hampshire Defts in a Plea of the Case for that said Ebenezer of Greenwich & Elijah at Norton viz at S.d Northampton on the twenty sixth day of August last by their Note for Value rec.d jointly & severally promised said Ebenezer the Pltff to pay him or Order Thirty pounds L30 0 0 on Demand with Interest Also for that said Ebenezer of Greenwich & Elijah by their other Note dated August 28th last at said Northampton for Value rec.d jointly & severally promised S.d Ebenezer the Pltff to pay him or Order Thirteen pounds five shillings & six pence L13 5 6 on Demand with Interest — Also for that said Ebenezer of Greenwich & Elijah by their other Note at Northampton aforesaid on March 19th last for Value rec.d promised S.d Ebenezer the Pltff jointly & severally to pay him or Order Thirty three pounds Fifteen shillings & six pence L33 15 6 on Demand with lawful Interest — Yet the said Defts tho' requested have never paid the same but neglect it to the Damage of the Pltff sixty pounds This Case was commenced at the last Term of this Court & continued to this Time & now the Pltff appears & the Defts tho' three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that the Pltff do recover against the Defts Eighty pounds fifteen shillings & two pence L80 15 2 Damages & Costs of Suit taxed at L2 4s 10d & thereof &c — Execution if Sept.r 14 1793 —

Campbell vs Tillotson
May 158 1793

James Campbell of South Hadley in the County of Hampshire Yeoman Pltff vs Abel Tillotson of Granville in the same County Yeom.n Deft in a Plea of Trespass for that said Abel at Southampton aforesaid on July 17 1791 with Force & Arms did then & there break & enter the Close of said James & did take & carry away the Goods & Chattels of the said James of the value of twelve pounds against the Peace & to the Damage of S.d James twenty pounds — This Case was commenced at the last Term of this Court & continued to this Time — And now the Pltff appears by his Atty Lyman Esq.r his Atty & the Deft by

Samuel Hinckley Esq. his Att. comes & defends &c. & having set forth &c. liberty to waive the Demurrer on Trial of the Appeal says that the Declaration & the Matters in the same contained are insufficient in Law for the said James to maintain his Action against him & that he is not bound to answer thereto & this he is ready to verify Wherefore &c.

And the Plff consenting to said Demurrer saith his Declaration is sufficient Whereupon all & singular the Premises being seen & understood by the Court it appears to the Court that the Declaration of the said James is good & sufficient in Law. & that the Plea of the Defdt is an insufficient Answer thereto & ought not to prelude him from having & maintaining his Action therefore it is considered by the Court that said James do recover against said Abel Twelve pounds lawful Money Damages & Costs of Suit taxed at £3. 3. 3 — Whereupon the said Abel by his Att. prays an Appeal from the Judgment of this Court to the next Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September instant & he recognizes with Surties for said Abel prosecuting the same to Effect &c.

Elisha Porter of Hadley in the County of Hampshire Esq. Plff vs Samuel Brewer late of Springham in the County of Berkshire Esq. & Joshua Thomas of Plymouth in the County of Plymouth Esq. Defts in a Plea of the Case for that said Samuel & Joshua at said Hadley on May 30th 1776 had received of said Elisha by Order & for the use of Hon.ble General Thomas & said Elisha at their Request had delivered to them One hundred Dollars of the Value of Thirty pounds L.M. said Samuel & Joshua in Consideration thereof then & there by their Note promised said Elisha to account with him for the same on Demand — Yet said Samuel & Joshua the requested have never performed their said Promise but neglect it to the Damage of said Elisha ninety pounds — This Case was commenced at the last Term of this Court & continued to this Time — And now the Plff appears & the said Joshua who only has been summoned the three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Elisha do recover against said Joshua Forty eight pounds lawful Money Damages & Costs of Suit taxed at £2. 18. 4 & thereof &c.

Porter Esq. vs Thomas Esq. &c. May 16th 1793

Brewer ipse Bet. 7. 1793 —

Warham Parks of Westfield in the County of Hampshire Esq. Plff vs Harmin Davis of the same Westfield Yeoman Deft in a Plea of the Case for that said Harmin at Westfield on March 30. last by his Note for Value received promised said Warham to pay him or Order Sixteen pounds Six shillings & three pence L.M. on Demand with Interest & yet said Harmin the often requested has never paid the same but neglects it to the Damage of said Warham Twenty pounds — This Case was commenced & for Wm Shepard Esq. & brought to this Court at the last Term & continued to this Time — And now the Plff appears & the Deft the three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Warham do recover against the said Harmin Sixteen pounds Sixteen shillings L.M. Damages & Costs of Suit taxed at £2. 4. 0 & thereof &c.

Parks Esq. vs Davis May 16th 1793

Brewer ipse Sept. 20. 1793 —

John Elton Hall & Joseph Taylor of Greenfield in the County of Hampshire Traders Plff vs Robert Whiting of Hawley in the same County Yeoman Deft in a Plea of the Case for that said Robert at Greenfield aforesaid on February 25th 1792 by his Note for Value received promised the Plffs to have them or Order Eight pounds Fourteen shillings & 3d L.M. on Demand with Interest till paid Yet said Robert the requested hath never paid the same but neglects it to the Damage of the Plffs Fifteen

Hall & al vs Whiting May 1st 1793

This Case was commenced at the last Term of this Court & continued to this Time and now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Hall & Taylor do recover against the said Robert Nine pounds ten Shillings & one penny L & Mo Damages & Costs of Suit taxed at £2.8..11 & thereof &c

Execon ip Sept 23 1793

Hunt Ex vs Porter Ex

May 29 1793

Ebenezer Hunt of Northampton in the County of Hampshire Exr & Plff vs Elisha Porter Esq of Hadley in the same County Sheriff of said County Deft in a Plea of the Case for that said Ebenezer by the Consideration of Samuel Shinckley Esq Just Pacis on August 9. 1790 recovered Judgment against John Nash & Jim Clap for the Sum of Five pounds eight Shillings & four pence Damages & 18/10 Costs and afterwards on September 18th s.d Ebenezer in his Capacity sued out a Writ of Execon thereon directed to the Sheriff of s.d County or either of his Deputies returnable in sixty days & delivered the Same to Moses Cook Jun then & ever since the Deputy Sheriff of the said Elisha Porter & for whose Doings Nonfeasance & Defaults said Elisha is answerable to be by him duly served & returned Yet s.d Moses not regarding the Duty &c refused to execute & return said Execon whereby said Ebenezer has lost the Benefit of said Judgment & Execon Yet s.d Elisha the requested has never satisfied s.d Ebenezer the Judgement & Execon aforesaid, but neglects it to the Damage of said Ebenezer Ten pounds

This Case was commenced the last Term of this Court & continued to this Time & now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ebenezer do recover against said Elisha Seven pounds ten Shillings & nine pence L & Mo Damages & Costs of Suit taxed at £ 1 14 9 & thereof &c

Execon ip Sept 24th 1793

Same vs Same

May 180 1793

Ebenezer Hunt of Northampton in the County of Hampshire Esq Plff vs Elisha Porter Esq of Hadley in the same County & Sheriff of the same Deft in a Plea of the Case for that said Ebenezer by the Consideration of Samuel Shinckley Esq Just Pacis on August 16th 1790 recovered Judgment against Elm Nash the £3 18 10 Damages & 11/4 Costs and afterwards on June 18th following s.d Ebenezer sued out a Writ of Execon thereupon directed to the Sheriff of s.d County or either of his Deputies returnable within sixty days & delivered the Same to Moses Cook Jun then & ever since one of the Deputy Sheriffs of the said Elisha Porter & for whose Doings Nonfeasances & Defaults said Elisha is answerable to be served & returned Yet said Moses not regarding the Duty of his said Office wilfully refused & neglected to execute & return the Same whereby said Ebenezer hath lost the Benefit of said Judgment & Execon Yet said Elisha the requested has never satisfied the s.d Ebenezer for the Judgment & Execon aforesaid but neglects it to the Damage of said Ebenezer Eight pounds — This Case was commenced at the last Term of this Court & continued to this Time & now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ebenezer do recover against s.d Elisha Five pounds five Shillings & ten pence of lawful Mo Damages & Costs of Suit taxed at £ 1 14 9 & thereof &c

Execon ip Sept 24. 1793

Ebenezer Mattoon of Amherst in the County of Hampshire Esq. Pltff vs Elisha Porter of Hadley in the same County Esq. Sheriff of the same Defdt in a Plea of Debt for that said Ebenezer on January 4. 1790 before Ephraim Wright Esq. Justice of Peace recovered Judgment against said Elisha for £3. 11. 0 & Costs taxed at 13/10 which Judgment remains in Force & unsatisfied – yet said Elisha the requested has never paid the same but neglects & refuses to the Damage of said Ebenezer seven pounds This Case was commenced at the last Term & continued to this Time – and now the Pltff appears & the Defdt tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ebenezer do recover against said Elisha Five pounds three shillings & 10d Debt & Costs of Suit taxed at £2. 0. 2 & thereof &c.

Mattoon vs Porter Ex May 181. 1793.

Execution Sept. 23d 1793

Jerusha Leonard of Sunderland in the County of Hampshire Widow Pltff vs Samuel Kendall of New Salem in the same County Husbandman Defdt in a Plea wherein said Jerusha demands against said Samuel the possession of a Tract of land lying in New Salem bounded North on a County Road, East by a Road South & West by a Road South on Land which lately belonged to one Felton West on Land late Amos Porter's containing one hundred Acres more or less excepting out of the same one quarter part of a Cider Mill standing on the premises as her Right & Inheritance & whereon she says that said Samuel at said Sunderland on April 14th 1792 being lawfully seized in fee of the demanded Premises did by his Deed of Mortgage dated the same Day & Year give grant sell & convey the same to the said Jerusha, by means whereof said Jerusha became seized in Fee of said demanded premises since when said Samuel hath unjustly & without Judgment entered into the same & thereof deprived said Jerusha & still holds her out to the Damage of said Jerusha three hundred pounds This Case was commenced at the last Term of this Court & continued to this Time & now the Pltff appears & the Defdt tho three Times called to come into Court makes Default of Appearance here – Wherefore it is considered by the Court that the said Jerusha do recover against the said Samuel Possession of the Demanded premises unless the said Samuel do in two months pay the said Jerusha & Costs taxed at £1. 11. 3

Leonard vs Kendall May 182 1793

William Salisbury of Conway in the County of Hampshire Gent. Pltff vs William Perkins of Boston in the County of Suffolk Gent. Defdt in a Plea of the Case for that the said Perkins at said Boston viz in Northampton on July 5 1793 was indebted to said Salisbury in the Sum of £57. 9. 9 lawful money to balance book Accounts, & in Consideration thereof promised the Pltff to pay him the same on Demand Yet said Perkins the requested has never paid the same but neglects & refuses to the Damage of said Salisbury Ninety pounds – The Pltff appears & the Defdt tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Salisbury do recover against the said Perkins Fifty seven pounds nine shillings & nine pence of lawful money Damages & Costs of Suit taxed at £1. 19. 10 & thereof &c

Salisbury vs Perkins Sept. 1. 1793.

Execution Sept. 24th 1793

Reuben Potter of East Windsor in the County of Hartford & State of Connecticut Gent. Pltff vs Phineas Eddy of Wilbraham in the County of Hampshire Yeoman Defdt in a Plea of the Case for that said Phineas at said East Windsor viz at Wilbraham aforesaid on August 6th last by his Note for Value received promised the Pltff to pay him on the first day of

Potter vs Eddy Sept. 5. 1793

January then next One pound thirteen shillings & 4 d. L M^o with Interest
And for that said Charles at Palmer in s^d County on January 21st last by his Note
for Value rec^d promised said Reuben to pay him £4 1 3 L M^o on Demand
and with Interest Yet said Charles has never tho requested, paid either of s^d
Sums but neglects & refuses to the Damage of said Reuben Ten pounds
The Plff appears & the Deft tho three Times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court that the
said Reuben do recover against said Charles Six pounds Fifteen shillings
& eight pence of lawful Money Damages & Costs of suit taxed at £ 2..7..1 and
thereof &c
Execution Octr 22 1793

Goodman v Phillips Sepr 7. 1793

Noah Goodman of Lowell in the County of Hampshire Esqr Plff
Philip Phillips of Springfield in the same County Esqr Deft in a Plea of
the Case for that said Philip at said Springfield on January 18th 1792 by
his Note for Value rec^d promised said Noah to pay him Nine pounds
L M^o on the first day of May then next Yet said Philip tho often reques
ted has never paid the same but neglects & refuses to the Damage of s^d Noah Twen-
ty pounds The Plff appears & the Deft tho three Times called to come into
Court makes Default of Appearance here Wherefore it is considered by the
Court that said Noah do recover against the said Philip Eight pounds
eight shillings & ten pence L M^o Damages & Costs of suit taxed at £ 1..4..5
& thereof &c
Execution Sepr 24th 1793

Eaton v Arms Sepr 8 1793

Nathaniel Eaton of Norwich in the County of New London & State of Connecticut
Baker Plff v. Lemuel Arms of Deerfield in the County of Hampshire Trader
Deft in a Plea of the Case for that said Lemuel at s^d Northampton on the
28th day of June 1793 by his Note for Value rec^d promised the Plff to pay
him or Order £18..5..8 L M^o on Demand with Interest Yet s^d Lemuel tho re-
quested hath never paid the same but neglects & refuses to the Damage of said
Nathaniel Fifteen pounds The Plff appears & the Deft tho three Times called
to come into Court makes Default of Appearance here Wherefore it is con-
sidered by the Court that the said Nathaniel do recover against s^d Lemuel
Ten pounds eighteen shillings & four pence L M^o Damages & Costs of
suit taxed at £ 1..9..4 & thereof &c Whereupon the said Lemuel by Saml
Field Gent^r his Atty comes into Court & appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at Springfield in & for
the County of Hampshire on the fourth Tuesday of September next
& he recognizes with Surties for s^d Lemuel's prosecuting the same to Effect

Hills v Pomeroy Sepr 9. 1793

Elisha Hills of East Hartford in the County of Hartford & State of Connecticut
Gent^n Plff v. Ethan Pomeroy of Hadley in the County of Hampshire Yeoman Deft
in a Plea of the Case for that the said Ethan at s^d Hadley on May 2d 1792 by
his Note for Value rec^d promised the Plff to pay him or Order £15..13..4 L
M^o or the Value thereof in good white pine Boards at 32/ by the Stage and
a Shingle at 13/ p^r Thousand with lawful Interest after Decl^d Future next
Yet said Ethan tho requested has never paid the same but neglects & refuses to the
Damage of said Elisha Twenty pounds The Plff appears & the Deft
tho three Times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the said Elisha do recover
against the said Ethan Sixteen pounds ten shillings & six pence L M^o
Damages & Costs of suit taxed at £ 1..8..1 & therefore
Execution Sepr 25th 1793

Leverett v Spooner Feb 12 1793

William Leverett of Lyndon in the County of Caledonia State of Vermont
Shoemaker Plff v. John Spooner of New Bedford in the County of Bristol
Printer Deft in a Plea of the Case in the last Hampshire Court
held at Northampton on December 10 1791 by his Note for Value rec^d promised
the Plff then & there in a reasonable Time Ten pounds lawful Money in good mer-
chantable Wheat at 4/ per bushel by January 1st 1793 with Interest after said
Time of payment which the said Spooner has never paid the same but neglects

to the Damage of said William Twenty pounds. The Plff appears & the Deft
the three times called to come into Court makes Default of appearance &c.
Whereupon it is considered by the Court that said William do recover against the
said John Ten pounds eight shillings & £ 1.10 Damages & Costs of Suit taxed at
£ 2.16.3 & thereof &c.

Econ. ye 18. Sept. 1793

Sykes vs Colburn Sept. 13. 1793

Jacob Ogden of Hartford in the County of Hartford & State of Connecticut
Merchant Plff vs Nathaniel Smith of Hardwick in the County of Worcester Yeoman Deft in a Plea of the Case for that the said Nathaniel at Northampton on March 1st last was indebted to said Jacob Eleven pounds four shillings & 1d & 1/2 for sundry Goods by him sold & delivered in Consideration whereof the said Nathaniel promised the Plff to pay him the same when he should be requested & yet said Nathaniel tho requested has never paid the same to the Damage of said Jacob Fifteen pounds. The Plff appears & the Deft the three times called to come into Court makes Default of appearance &c. Whereupon it is considered by the Court that the said Jacob do recover against the said Nathaniel Eleven pounds, Four shillings & eleven pence & the Damages & Costs of Suit taxed at £ 1.13.5 & thereof &c.

Econ. ye Sept. 20. 1793

Ogden vs Smith Sept. 14. 1793

Benjamin Morrison Wolsey of Westfield in Kings County within the Province of New Brunswick Gentn Plff vs Abner Mitchel late of Deerfield in the County of Hampshire Gentn & Lemuel Taylor late of Charlemont in the same County Husbandman Defts in a Plea of the Case for that said Abner & Lemuel at Deerfield aforesaid on December 2d 1790 by their Note for Value rec'd promised said Benjamin to pay him or Order Fifty seven pounds thirteen shillings & 1d on Demand with Interest. Yet said Abner & Lemuel tho requested have not paid the same but neglect it to the Damage of said Benjamin One hundred pounds. The Plff appears by Samuel Hinckley his Attorney & the Defts by Caleb Strong Esq. their Attorney come & defend &c. & say that they never promised in manner & form as the Plff hath alleged & thereof put themselves on the Country. And the Plff likewise. Afterwards at this Time returned & into Court called being sworn & upon their Oath that they find the Defts did not promise in manner & form as set forth in the Declaration. Whereupon it is considered by the Court that said Abner & Lemuel do recover against said Benjn their Costs taxed at £ & thereof &c.

Wolsey vs Mitchell &c. Sept. 18. 1793.

Joseph Metcalf of Orange in the County of Hampshire Esqr Plff vs William Smith of New Salem in the same County Gentn Deft in a Plea of Debt for that said William at said New Salem on September 20. 1780 by his Writing obligatory sealed with his Proper Seal gave to said Joseph in the Sum of One hundred pounds lawful Money to be paid to said Joseph on Demand. Yet said William tho requested has never paid the same but neglects

Metcalf vs Smith Sept. 20.

& the Damage of said Joseph two hundred pounds. The Plff appears and the Deft the three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Joseph do recover against said William Fifty two pounds & two cents & Costs of Suit taxed at £ 1 12 7 & thereof &c — Execution Sept 20. 1793 —

Hastings vs Holmes Sept 20 1793

Jonathan Hastings of New Salem in the County of Hampshire Laborer Plff & James Holmes of the Same New Salem Yeoman Deft in a Plea of the Case for that said James at New Salem on August 19th last was indebted to the Plff in the Sum of Ten pounds Fifteen Shillings & ten cents two Farthings according to the Account annexed to the Writ, in Consideration whereof he promised the Plff to pay him the Same Sum on Demand Yet the Deft Since the requested has never paid the Same but neglects & refuses to the Damage of the Plff Jonathan twenty pounds — The Plff appears by John Taylor Gent. his Atty and the Deft comes into Court & tenders in Court Five pounds eight Shillings in full of the Demand of the said James & Three pounds for the Costs by him put to this Time & further by his Atty Joel Porter Gent. defends the Force & Injury when & say he never promised in Manner & Form as the said Hastings in his Declaration has alleged & of this he puts himself on the Country — and the Plff likewise —

Whereupon a Jury at this Time returned & impannelled as the Law directs, being sworn to try the Issue, doth upon their Oath that they find the Deft promised in Manner & Form as set forth in the Declaration & assess the Damages for the Plff in addition to the above Sum paid in Court One pound thirteen Shillings 3 p — Whereupon it is considered by the Court that the said Jonathan do recover against the said James One pound thirteen Shillings & 3 p — & Costs of Damages over the Sum paid into Court & Costs of Suit taxed at £ 7 10 7 & thereof &c — Execution Sept 23d 1793 —

Lane vs Porter Sept 23 1793

Amos Lane of Colrain in the County of Hampshire Yeoman Plff against Lemuel Porter of Leyden in the Same County Gent. Deft in a Plea of the Case for that said Lemuel at Leyden aforesaid on October 8th last by his Note for Value received promised the Plff to pay or order Seven pound & Ten Shillings eight months from the Date with Interest Yet he has never paid it the requested but neglects & refuses to the Damage of said Amos twenty pounds — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the Plff Amos do recover against the said Lemuel Seven pounds eight Shillings of lawful Money Damages & Costs of Suit taxed at £ 1 12 7 & thereof &c — Execution Sept 23. 1793 —

State vs Thimpland Sept 30. 1793

Daniel Hale Yeoman & William Thimpland Jun. Yeoman both of Bernardston in the County of Hampshire Parties in a Rule of Submission according to the Statute &c — The Parties appear & the Referees by their Award now sent into Court their Award viz that said William had no Cause of Action against said Daniel & therefore do — for Daniel his Costs taxed at Three pounds six Shillings — Whereupon it is considered by the Court that said Daniel do recover against said William his Costs of Reference & Costs of Court being in the whole £ [illegible] & thereof &c — Execution Sept 24. 1793

Anderson vs Ward Sept 31. 1793

William Anderson of Deerfield in the County of Hampshire Brass Founder Plff & Theoby Ward of Hawley in the Same County Yeoman Deft in a Plea of the Case for that said Theoby at Deerfield aforesaid on August 13th last by his Note for Value received promised said William to pay him Five pounds on or by March 1st then next with Interest Yet Theoby the requested has never paid the Same but neglects & refuses to the Damage of the Plff William Ten pounds — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said William do

over against the said Thirty Four pounds nine teen shillings & Lawful Money
damages & Costs of Suit taxed at £ 1-7-5 & thereof &c Execution Sept. 23 1793.

Samuel Lovell of Pelham in the County of Hampshire & State of New York Yeoman Pltff. & Ebenezer Phipps of Rensselaer in the County of Hampshire & State aforesaid Yeoman Deft in a Plea of the Case for that the said Deft on the twenty fifth day of Sept. 1790 at Pelham aforesaid in consideration of Five pounds six shillings & five pence to him the said Pltff paid by the said Pltff in hand at the time of the ensealing & delivery hereof the receipt whereof he the said Deft doth hereby acknowledge & therefrom & from every part & parcel thereof he the said Deft doth acquit & discharge the said Pltff his Executors & Administrators promised to the said Pltff to make him a good & sufficient Deed of Conveyance of a certain Tract of Land situate lying & being in Pelham aforesaid containing about Twenty Acres bounded Northerly on Land of Ebenezer Low Southerly on Land of Seth Gilmore Westerly on Land of Ebenezer Low Easterly partly on Land of Seth Gilmore & partly on Land of Ebenezer Low with the appurtenances & into which the said Deft hath not entered but by one Enoch Shepard who claimed it to him who thereof unjustly & without Judgment dispossessed the said Pltff within thirty years last past & still that he himself was seized thereof in his Demesne as of fee & rights taking the Profits thereof to the Value of Five pounds by the Year & the aforesaid Pltff brings this Suit &c to the Damage of the said Pltff Twenty pounds

Lovell vs Phipps Sept. 21 1793

The Pltff appears & the Deft the three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that said Pltff do recover against the said Deft Possession of the demanded Premises with the appurtenances, & also the Costs of Suit taxed at £ & thereof &c

Seth Coleman of Plainfield in the County of Hampshire Gent. Peter Stearns Field Gent. & John Field Junr Gent. all of Norman both of Plainfield Defts in a Plea of the Case for that said John & John Junr late of Amherst on October 16. 1788 by their Note for Value rec.d promised jointly & severally to Seth to pay him Five pounds six shillings & five pence Lawful on or before May 1st then next with Interest yet said John & John Junr the requested have not paid the same but neglect it to the Damage of said Seth Twelve pounds

Coleman vs Field &c Sept. 49 1793

The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Seth do recover against said John & John Junr Six pounds Seventeen shillings & five pence Lawful Damages & Costs of Suit taxed at £ 1-11-3 & thereof &c

Execution Sept. 23 1793

Jonathan Edwards of New Haven in the County of New Haven & State of Connecticut Clerk Pltff vs Solomon Hammum Yeoman Daniel Hammum Yeoman & Elijah Hammum Yeoman all of Belchertown in the County of Hampshire Defts in a Plea of the Case for that said Solomon Daniel & Elijah at Amherst on Sept. 5th 1790 by their Note for Value rec.d jointly and severally promised said Jonathan to pay him or Order Sixteen pounds Sixpence Lawful on Demand with Interest yet said Defts the requested have never paid the same but neglect it to the Damage of said Jonathan Nineteen pounds

Edwards vs Hammum &c Sept. 50 1793

The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Jonathan do recover against the said Solomon Daniel & Elijah Fifteen pounds Fourteen shillings & Sixpence Lawful Money Damages & Costs of Suit taxed at £ 1-17-1 & thereof &c

Execution Sept. 23 1793

Justus Williams of Amherst in the County of Hampshire Yeoman Pltff vs Enos Dickinson of the same County Yeoman Deft in a Plea of the Case for that said Enos at Amherst on April 12. 1792 by his Note for value rec.d promised said Justus to pay him Ten pounds Ten shillings Lawful on this Six months with Interest to him Enos the requested have never paid the same but neglect it to the Damage of said Justus Four=teen pounds

Williams vs Dickinson Sept. 51 1793

The Pltff appears & the Defts the three Times called to come

into Court makes Default of Appearance here Wherefore it is considered by the Court that said Justus do recover against said Enos Eleven pounds ten shillings & nine pence L.M. Damages & Costs of Suit taxed at £ 1 10 0 & thereof &c.

Execon if Desired Sept. 23d 1793

Williams vs Matthews Sept. 52 1793

Justus Williams of Lambert in the County of Hampshire Yeoman Pltff vs Silas Matthews of Leverett in the same County Yeoman Deft. in a Plea of the Case for that said Silas at said Lambert on February 25th 1792 by his Note for Value received promised said Justus to pay him £13 4s 1d L.M. on Demand with Interest - Yet said Silas the aforesaid hath never paid the same but neglects it to the Damage of said Justus seventeen pounds - The Pltff appears & the Deft to three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Justus do recover against the said Silas Fourteen pounds eight shillings & four pence of lawful money Damages & Costs of Suit taxed at £ 1 10 0 & thereof &c.

Execon if Desired Sept. 23d 1793

Stebbins vs Porter Sept. 54. 1793

Jere Stebbins of West Springfield in the County of Hampshire Shopkeeper Pltff vs Elisha Porter of Hadley in the same County Esq. Sheriff of the County Deft in a Plea &c as is at large set forth in the Declaration on File &c. The Pltff being three Times called to come into Court is Nonsuited the Deft defaulted & the Action is Dismissed

Smith vs Marsh Sept. 55. 1793

Enos Smith of Hadley in the County of Hampshire Gent. Pltff Ebenezer Marsh of the same Hadley Yeoman Deft in a Plea of the Case for that said Ebenezer at said Hadley on December 31st last was justly indebted to said Enos in the Sum of Sixteen pounds three shillings & ten pence for the Use of the Sawmill & Saw of the said Enos there before that Time used in Consideration whereof Ebenezer promised said Enos to pay him the same on Demand Yet said Ebenezer the aforesaid has never paid the same but neglects it to the Damage of said Enos nineteen pounds - Which Case was commenced before Barzillai Porter Esq. Just. Pacis & before whom the said Parties entered into a Rule of Reference agreable to the Statute in Lieu & now the said Referees send into Court their Award viz That said Ebenezer do pay said Enos Smith Nine pounds nineteen shillings four pence two farthings in full of all Demands & the Costs of Court to be taxed by the Court - Whereupon it is considered by the Court that said Enos do recover against said Ebenezer Nine pounds nineteen shillings & four pence half penny L.M. Damages & Costs of Court taxed at £ 0 1 6½ & thereof &c Execon if Desired Sept. 23 1793.

Willey vs Thing Sept 56 1793

Judah Willey Jun. of Wilbraham in the County of Hampshire Yeoman Pltff vs Joseph Thing Yeoman & Parmenas Thing Jun. Yeoman both of Wilbraham aforesaid Defts in a Plea of the Case for that Joseph & Parmenas at Wilbraham November 20th last by their Note for Value received promised the Pltff to pay him or Order Eleven pounds L.M. by May 1st then next with Interest yet Joseph & Parmenas the aforesaid have never paid the same but neglect it to the Damage of said Judah Fifteen pounds - The Pltff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Judah do recover against said Joseph & Parmenas Ten pounds & ten pence L.M. Damages & Costs of Suit taxed at £ 2 1 3 and thereof &c

Execon if Desired Sept. 23 1793

Jonathan Dwight of Springfield in the County of Hampshire Esq. Pltff in a Plea of the Case for that Azariah Ashley of Washington in the County of Berkshire Yeoman aforesaid on August 22d 1791 by his Note for Value rec'd promised the Pltff to pay him or Order Forty nine pounds 2s 4d on Demand with Interest & yet Azariah the requested has not paid the same but neglects & refuses to the Damage of Jonathan Seventy pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Jonathan do recover against said Azariah Fifty five pounds two Shillings & four pence & Mr Damages & Costs of Suit taped at £1-12-3 & thereof &c

Execution Sept. 23. 1793

Dwight vs Ashley Sept 57 1793

Jonathan Dwight Esq & James Scott Dwight Storekeeper both of Springfield in the County of Hampshire Pltffs & Thomas Ingersol & Moses Hopkins both of Great Barrington in the County of Berkshire Gent. Defts in a Plea of the Case for that said Thomas & Moses at Northampton aforesaid on March 9th 1792 by their Note for Value rec'd promised the Pltffs to pay them or Order £133-13-10-2 within Six months with Interest yet the Defts the requested have not paid the same but neglect & refuse to the Damage of the Pltffs Jonathan & James One hundred & eighty pounds — The Pltffs appear & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the Pltffs Jonathan & James do recover against the said Thomas & Moses One hundred forty four pounds Five Shillings & three pence & Mr Damages & Costs of Suit taped at £1-14-11 & thereof &c

Execution Sept. 23 1793

Dwight & al vs Ingersol & al Sept 58 1793

Jonathan Dwight of Springfield in the County of Hampshire Esq. Pltff vs Lewis Bly of Granville in the same County Yeoman & Darius Bly late of West Springfield in said County Gent. Adm. on the Estate of Thomas Bly late of the West Springfield aforesaid Defts in a Plea of the Case for that said Thomas at Springfield in his Life Time on December 28th 1788 by his Note for Value rec'd promised the Pltff to pay him or Order £15-13-8 & Mr on Demand with Interest yet the said Thomas in his Life or the said Lewis & Darius since the Decease of the said Thomas the requested ever paid the same but neglect & refuse to the Damage of said Jonathan Twenty five pounds — The Pltff appears & the said Lewis & Darius the called make Default of Appearance in Court Therefore it is considered by the Court that said Jonathan do recover against said Lewis & Darius in their said Capacity Seventeen pounds Thirteen Shillings & Six pence & Mr Damages & Costs of Suit taped at £1-18-7 & thereof &c

Execution Sept. 30. 1793

Dwight & al vs Bly & al Adm. Sept. 59 1793

William Phillips of Boston in the County of Suffolk Esq. Pltff vs Silas Morey & Reuben Tuttle both of Deerfield in the County of Hampshire Yeomen Defts in a Plea &c as in a Large Declaration on File &c — The Pltff being three Times called in Court with the Defts defaulted & the Action is discontinued

Phillips Esq vs Morey & al Sept. 60. 1793

Jonathan Dwight Esq & James Scott Dwight Storekeeper both of Springfield in the County of Hampshire Pltffs Ver. Joseph Hamblett of Palmer in the same County Yeoman Deft in a Plea of the Case for that said Joseph at Palmer on August 13th 1792 by his Note for Value rec'd promised One Horace Graves to pay him or Order £15 & Mr in one year with Interest & said Horace afterwards the same day by his Indorsement thereon ordered the Contents thereof to be paid to Simeon Graves or his Order & said Simeon afterwards on August 14 1793 by his Indorsement on said Note ordered the Contents to be paid to the Pltffs — Plea and Notes the same according to

Dwight & al vs Hamblett Sept 62. 1793

the Terms thereof Yet Elisa the Defendant has never paid the same but neglects it to the Damage of said Jonathan & James Nineteen pounds — The Plffs appear & the Defdt the three Times called to come into Court make Default of appearance in Court Therefore it is considered by the Court that the said Jonathan & James do recover against the said Elisa Fifteen pounds nineteen shillings L Mo Damages & Costs of Suit taxed at L 1.8.1 & thereof &c

Excon iss Sept. 30th 1793

Leavitt vs Smith Sept. 63. 1793

Thaddeus Leavitt of Berlin in the County of Hartford & State of Connecticut Esq Plff vs Isaac Smith & Elijah Smith both of Whately in the County of Hampshire Husbandmen Defts in a Plea of as in a Plea set forth in the Declaration on File &c Neither Party the called appear nor in Court this Case is dismissed

Dwight vs Sheldon & Sept. 64. 1793

Jonathan Dwight of Springfield in the County of Hampshire Esq Plff vs Samuel Sheldon & Moses Hallock both of Hadley in the same County Gentlemen Defts in a Plea of the Case, for that said Samuel & Moses at said Springfield on May 16 1791 by their Note for Value rec'd promised the Plff to pay him or Order Forty two pounds L Mo on Demand with Interest Yet said Samuel & Moses the requested have never paid the same but neglect it to the Damage of said Jonathan Forty pounds The Plff appears & the Defts Samuel & Moses the three Times called to come into Court make Default of appearance here Therefore it is considered by the Court that said Jonathan do recover against said Samuel & Moses Thirty five pounds seven shillings & three pence L Mo Damages & Costs of Suit taxed at L 1.6.5 & thereof &c

Excon iss Sept. 30. 1793.

Dwight & al vs Norton & al Sept. 65. 1793

Jonathan Dwight & James Scott Dwight both of Springfield in the County of Hampshire Merchants Plffs vs Thomas Norton Paper maker & Earl Cooley Yeoman both of Springfield aforesaid Defts in a Plea of the Case for that said Thomas & Earl at Palmer in said County on April 18th last by their Note for Value rec'd promised one William Scott to pay him or Order L 15 L Mo on Demand with Interest & afterwards on the same Day the said William by his Indorsement thereon ordered the Contents thereof to be paid to the Plffs whereof said Thomas & Earl had Notice & in Consideration thereof promised the Plffs to pay them the same according to the Tenor thereof but the requested they have not done it but neglect it to the Damage of said Jonathan & James Ten pounds The Plffs appear & the Defts the called to come into Court make Default of appearance here Therefore it is considered by the Court that said Jonathan & James do recover against the said Thomas and Earl Seven pounds thirteen shillings & three pence L Mo Damages & Costs of Suit taxed at L 1.9.3 & thereof &c

Excon iss Sept. 30th 1793

Leavitt & al vs Colton Sept. 66. 1793

Thaddeus Leavitt Esq & Isaac Stanley Esq both of Berlin in the County of Hartford & State of Connecticut Plffs vs Elisha Colton of Longmeadow in the County of [illegible] Defdt in a Plea of the Case for that said Elisha at Springfield in said County on April 2d 1792 by his Note for Value rec'd promised the Plffs to pay them or Order L 18 5.0 L Mo on Demand with Interest Yet said Elisha the requested has never have the same but neglect [illegible] pounds The Plffs appear & the Defdt the Times called to come into Court make Default of appearance here Therefore it is considered by the Court that said Thaddeus & Isaac do recover against said [illegible] pounds eight shillings & nine pence L Mo Damages & Costs of Suit taxed at L 1.8.1 & thereof &c

Excon iss Sept. 30. 1793

David Fowler Junr of Southwick in the County of Hampshire Gentn Plff
Silas Fowler of the Same Southwick Gentn Deft in a Plea of the Case for
that said Silas at said Southwick on April 29th last by his Note for Value
rec'd promised one Amos Fowler to pay him or Order £12..15..5 & 1/2 pc
on Demand with Interest & sd Amos then afterwards the Same Day by his
Indorsement thereon ordered the Contents thereof to be paid to said David
in Consideration whereof sd Silas promised the Plff to pay him the
Same on Demand Yet sd Silas tho requested has never paid the Same
but neglects & refuses to the Damage of said David Fifteen pounds — The
Plff appears & the Deft tho three times called to come into Court makes
Default of appearance here Whereupon it is considered by the Court that
said David do recover against sd Silas Fifteen pounds & six pence
Lful Damages & Costs of Suit taxed at £ 1..9..11 & thereof &c —

Execution Sept 23. 1793

D Fowler
vs
S Fowler
Sept 69. 1793

John Stone of Chesterfield in the County of Hampshire Yeoman Plff
Ezra Phillips of the Same Chesterfield Yeoman Deft in a Plea of the Case for
that said Ezra at Chesterfield on December 22d 1791 by his Note for
Value rec'd promised the Plff to pay him or Order £5..10..9 on
Demand with Interest Yet sd Ezra tho requested has never paid the
Same but neglects & refuses to the Damage of said John ten pounds
The Plff appears & the Deft tho three times called to come into Court makes
Default of appearance here Wherefore it is considered by the
Court that the said John do recover against the sd Ezra Six pounds
two shillings & one penny L. Lful Damages & Costs of Suit taxed at
£ 1..5..11 & thereof &c —

Execution Sept 23 1793

Stone
vs
Phillips
Sept 74. 1793

Simeon Ploll of Charlestown in the County of Sussex & State of New
Hampshire Esqr Plff Executor of the Last Will & Testament of Thomas Swan deceased
Sovereign Deft in a Plea of the Case for that sd Preish at sd Northampton in the County
tember 23d 1792 being justly indebted to sd Swan then living in the Sum
of £10..8..4 Lful Money & ballance accounts in Consideration whereof he promised
sd Swan to pay him the Same Sum on Demand Yet sd Preish
tho requested never paid the said Swan in his Life Time or the sd Executor
since the Decease of sd Swan but neglects & refuses to the Damage of Simeon
in his sd Capacity thirty pounds — The Plff appears & the Deft tho
three Times called to come into Court makes Default of appearance here
Wherefore it is considered by the Court that said Simeon do recover
against sd Preish Twenty two pounds Seventeen shillings & No
Damages & Costs of Suit taxed at £ & thereof &c —

Ploll Ex
vs
Preish
Sept 76. 1793

William Butler of Northampton in the County of Hampshire Printer Plff
vs Hugh Maxwell of Hatfield in the Same County Esqr Deft in a Plea of the
Case for that said Hugh at sd Northampton on January 1st 1789 in Consideration
that the sd William at the special Instance & request of the said Hugh had
three before that Time sold & delivered to the sd Hugh divers News Papers by him
the said William printed & published & pretended on himself at sd William
then & there faithfully promised the said William to pay him so much Money
as the Same News Papers at the Time of the Sale & Delivery were reasonably
worth & the lawful Interest when he should be thereto requested & sd William
says that the Same News Papers at the Time of the Sale & Delivery there of were
reasonably worth the Sum of Twenty and thirteen shillings & six pence Lful No
of which said Hugh had Notice — And the sd Hugh in Consideration thereof
promised to pay him the Same Sum on Demand — Yet the sd Hugh
tho requested has never and the Same but neglects & refuses to the Damage of the
said William Fifteen pounds — The Plff appears & the Deft tho three
Times called to come into Court makes Default of appearance here
Wherefore it is considered by the Court that the sd William do recover against
said Hugh Six pounds fourteen shillings & No Damages & Costs of Suit taxed
at £ & thereof &c

Butler
vs
Maxwell Ex
Sept 78. 1793

Ransom vs Williams & Sept. 30 1793

Elisha Ransom of Shelburne in the County of Hampshire Gent. Pltff vs John Chester Williams of Hadley in the County of Hampshire Esq. Deft in a Plea of the Case for that said John at Northampton on May 18th 1792 by his Note for Value rec'd promised the said Elisha to pay him Twelve pounds fourteen shillings & Six pence on Demand with Interest — Yet said John the requested has not paid the same but neglects it to the Damage of the said Elisha Fifteen pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Elisha do recover against the said John Thirteen pounds fourteen shillings and Six pence L. M. Damages & Costs of Suit taxed at £1. 6. 7 & therefor &c

Execution issued Sept. 30. 1793

Butler vs Bisbee Sept. 82 1793

Daniel Butler of Northampton in the County of Hampshire Yeoman Pltff vs Luther Bisbee of Cummington in the same County Gent. Deft in a Plea of the Case for that said Luther at said Northampton on August 30. last past by his Note for Value rec'd in C. T. L. P. meaning Berkshire Falls Lottery Tickets promised the said Daniel to pay him or Order Forty Dollars on or before September 15th then next or return the said Tickets with Interest and the Pltff say that said Luther has never returned said Tickets or ever paid the Contents of said Note but neglects it to the Damage of said Daniel Fifteen pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Daniel do recover against the said Luther Twelve pounds Fifteen shillings of lawful Money Damages & Costs of Suit taxed at £1. 65 & therefor &c

Wells vs Dickinson Sept. 83. 1793.

Abel Wells of Hatfield in the County of Hampshire Yeoman Pltff vs John Dickinson of Conway in the same County Yeoman Deft in a Plea of the Case for that said John at said Conway on October 29. last by his Note for Value rec'd promised the Pltff to pay him or Order Five pounds nineteen shillings & ten pence by April 1st then next with Interest Yet said John the requested has never paid the same but neglects it to the Damage of said Abel Seven pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance of Appearance here Wherefore it is considered by the Court that the said Abel do recover against the said John Five pounds ten shillings four pence L. M. Damages & Costs of Suit taxed at £1. 14. 1 & therefor &c

Execution issued Sept. 30 1793

Chapin vs Phillips Sept. 85. 1793

Frederick Chapin of Hatfield in the County of Hampshire Yeoman Pltff vs Ezra Phillips of Westfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Ezra at Hatfield aforesaid on September 3d last past by his Note for Value rec'd promised said Frederick to pay him or Order Three pounds fourteen shillings & four pence L. M. on Demand with Interest yet said Ezra the requested has never paid the same but neglects it to the Damage of said Frederick Six pounds The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Frederick do recover against the said Ezra Four pounds two shillings of lawful Money Damages & Costs of Suit taxed at £1. 13. 5 & therefor &c

Execution issued Sept. 30. 1793

Humbly Shewes Samuel Bolswood Administrator on the Estate of Elisha Marsh late of Amherst in the County of Hampshire Deceased that the Inventory of the personal Estate of said deceased is £13.2.4 & the Widows Allowance out of the same & the Cost of Administrating on said Estate amounts to £12.4.6 which being deducted leaves in the hands of said Adm.r 17/10 only & that the Debts due from said Estate amount to £124.5.11 including £57.9.0 for which the Real Estate was mortgaged to said Adm.r & Prays that the Real Estate mortgaged as aforesaid was appraised at £8.6 He therefore prays Liberty to sell the Equity of Redemption in said Real Estate for the Benefit of said Creditors — Which said Petition being read together with a Certificate of the Judge of Probate of Wills &c for said County confirming the State ment made therein it is thereupon considered by the Court that the said Administrator be & he hereby is empowered to make Sale of all the Real Estate of said Deceased, for the purpose of paying the Debts due therefrom so far as it shall have to be enabled to do it he herein observing the Directions of the Law relating to such Sales —

Petition for Sale & Order Sep.t 8.th 1793

Humbly Shewes Silas Downey Adm.r de bonis non on the Estate of Tabulon Fuller late of Norwich in the County of Hampshire deceased that the Estate of said Decd is insolvent, that all the Real Estate has been sold for the payment of Debts except the Right of Dower set off to the Widow of said Deceased & that the whole Estate exclusive of said Dower paid two Shillings & four pence on the pound to the Creditors — And the Widow of said has having lately died he prays he may be licensed to sell the aforesaid Dower for the payment of the Debts &c — Which said Petition being read and a Certificate of the Register of Probate &c for said County confirming the State ment therein made — It is by the Court thereupon considered that the Adm.r aforesaid be & he hereby is empowered to make Sale of the remaining part of the Real Estate of said Deceased for the payment of the Debts due therefrom so far as he thereby shall be enabled to do, he herein observing the Directions of the Law relating to such Sales

Fuller Adm.r Pet.n for Sale & Order Sep.t 8.th 1793

Daniel Butler of Northampton in the County of Hampshire Trader Plff vs. Asiah Coats of Williamsburgh in the same County Cooper Deft in a Plea of the Case for that said Asiah at Williamsburgh aforesaid on April 3d last by his Note for Value rec.d promised the Plff to pay him or Order Four pounds a Live Geese & No 5 to be paid in good full bound Beef Barrels at three shillings each on Demand with Interest, yet the said Asiah the requested Notwithstanding Delivered said Barrels or paid said Sum but neglect it to the Damage of said Daniel Ten pounds The Plff appears & the Deft tho three times called to come into Court makes Default of his appearance Wherefore it is considered by the Court that said Daniel do recover against the said Asiah Four pounds two shillings & eight pence Debt & Damages & Costs of Suit taxed at £1.5.7 & thereof &c Execution Sep.t 2.d 1793.

Butler vs Coats Sep.t 8.th 1793

Samuel Bolswood of Conway in the County of Hampshire Gent.n Plff vs. Stephen Hazeltine Trader & David Hazeltine Trader both of Leverett in the same County Defts in a Plea of the Case for that said Stephen & David at Montague on May 18th 1793 by their Note for Value rec.d promised one Moses Lawrence jointly & severally to pay him or Order £7.17.0 & No on or before August 1st then next with Interest & afterwards on the same Day said Moses by his Indorsement thereon ordered the Contents thereof to be paid to said Samuel for Value rec.d in Consideration whereof the said Stephen & David promised said Samuel to pay him the same Sum according ly Yet the said Stephen & David tho requested have not paid the same but neglect it to the Damage of said Samuel Nine pounds — The Plff appears & the said Stephen & David tho three times called to come into Court make

Bolswood vs Hazeltine & Sep.t 9.th 1792

Default of appearance here Wherefore it is considered by the Court that the
Samuel do recover against the said Stephen Davis
of lawful Money Damages & Costs of Suit taxed at & thereof &c

Munger vs Clarke
Sept. 95 1793

Samuel Munger Junr of South Brimfield in the County of Hampshire
Plaintiff & Solomon Clarke of Brimfield in the same County
Husbandman Deft in a Plea of the Case for that said Solomon at said
South Brimfield on September 1st last by his Note for Value received prom:
mised said Samuel to pay him or Order £12.15.0 & all at four
months End with Interest Yet said Solomon the requested has not
paid the same but neglects it to the Damage of said Samuel Twenty pounds
The Plff appears & the Deft the three Times called to come into Court makes
Default of appearance here Wherefore it is considered by the Court
that said Samuel do recover against said Solomon Thirteen pounds ten
shillings & four pence & all Damages & Costs of Suit taxed at £1.16.2
& thereof &c
Execution if Sept. 20. 1793

Eddy vs Paulk
Sept. 98. 1793

Barnabas Eddy of South Brimfield in the County of Hampshire Yeoman
Plff vs John Paulk of Ludlow in the same County Yeoman Deft in a Plea
of the Case for that said John at South Hadley in said County on June 5th last
by his Note for Value received promised said Barnabas to pay him Twenty
three pounds ten shillings & one penny lawful Money on Demand with
Interest Yet said John the requested has not paid the same but neg
lects it to the Damage of said Barnabas Thirty five pounds
The Plff appears & the Deft the three Times called to come into Court makes
Default of appearance here Wherefore it is considered by the Court that
the said Barnabas do recover against the said John Twenty five pounds
five shillings & four pence & all Damages & Costs of Suit taxed at £1.11.6
& thereof
Execution if Sept. 20 1793

Ives vs Stanley
Sept. 99 1793

James Ives of Boston in the County of Suffolk Sugar Refiner Plff ad
Daniel Stanley of Brimfield in the County of Hampshire Yeoman Deft in a
Plea of Debt for that said James at Brimfield on August 22 1791 by the
Consideration of Admiralty Esq. Lieut. Gen. recovered Judgment against
said Daniel for the Sum of £52.11.1 & all Damages & £2.0.6 for Costs which
same Judgment remains in full force not reversed or otherwise
satisfied & thereby and thereby hath accrued to the Plff to demand & have of said Daniel
the aforesaid Sums & the Interest Yet said Daniel the requested has never
paid the same but denies to do it to the Damage of said James Eighty pounds
The Deft appears & the Deft the three Times called to come into Court makes Def
ault of appearance here — Wherefore it is considered by the Court that the
said James do recover against the said Daniel Eighty one pounds Six
shillings & five pence & all Debt & Costs of Suit taxed at £2.14.0 &
thereof &c
Execution if Sept. 24 1793

A. Billings vs T. Billings
Sept. 105 1793

Aaron Billings of Conway in the County of Hampshire Yeoman Plff vs
Thomas Billings of Greenfield in the same County Bricklayer Deft in a
Plea that said Thomas render to said Aaron the Sum of five pounds 5 s & £1.10
which said Aaron he does & from him detains & whereof said Aaron says that
before this Court on the third Tuesday of May 1784 he recovered against said Thomas
Three pounds eleven shillings & Six pence Damages & £1.18.8 for Costs where
of said Thomas is convicted which Judgment remains in force not satisfied or
reversed whereby action accrues to the Plff to demand & have the Sums aforesaid
of said Thomas the requested has never paid the same but neglects it to the Dam
age of said Aaron Seven pounds — The Plff appears & the Deft the three Times cal
led to come into Court makes Default of appearance here Wherefore it is consid
ered by the Court that said Aaron do recover against the said Thomas Eight pounds thir
teen shillings & one penny & all Debt & Costs of Suit taxed at £1.9.0 & thereof &c
Execution if Sept. 24 1793

176

David Strong of Northampton in the County of Hampshire Bookbinder Plaintiff to
Smith of Worthington in the same County Trader Deft in a Plea of the Case
for that said Smith at Northampton on August 8th 1793 at Sundry times
in Consideration that said Strong at Smith's Request had then before that time
done & performed divers works & services in the Business of Bookbinding and
ing & the Defendant promised & then & there assumed on himself to & to said Strong
faithfully & properly to pay him so much Money as said Strong should
deserve to have & the Defendant when thereunto be thereto requested
& said Strong avers that he deserved to have & had of & from said Smith the requisite
but said Smith has never paid the same but neglects & refuses to the Damage of said David Fifteen
pounds — The Plff appears & the Deft the three times called to come into
Court makes Default of Appearance here Wherefore it is considered
by the Court that the said David do recover against the said Smith Fifteen
pounds, seven shillings & three pence & Damages & Costs of Suit
taxed at £1.5.3 & Execution &c

Execution Sept 20. 1793

Strong vs Smith
Sept 14. 1793

Elijah Dickinson Gent & Elias Dickinson Yeoman both of Hatfield & Obadiah
Dickinson Gent of Northfield all in the County of Hampshire Executors of the
last Will & Testament of Obadiah Dickinson late of said Hatfield deceased, Plff vs Ethan
Marshall of Northampton in the County aforesaid Yeoman Admr on the Estate
of Samuel Marshall late of said Northampton deceased Deft in a Plea of as is
at large set forth in the Declaration on file &c. The Plff appears by Ashm Tay
lor Gent their Atty & prays leave to discontinue this Suit & the Deft by Caleb
Strong Esqr his Atty comes & moves for his Costs — And it is considered
by the Court that the said Ethan do recover against the said Elijah Elias and
Obadiah his Costs taxed at £0.15.0 & Execution &c

Execution Nov 5. 1793

Dickinsons Admrs vs Marshall Admr
Sept 10th 1793

John Worthington of Springfield in the County of Hampshire Esqr Plff
vs. Moses Drake of Westfield in the same County Yeoman Deft in a
Plea that he render to said John £10.5 Lawful money which he owes &
from him detains & wrongfully John says that at a Court before Moses
Pitts Esqr Justice Pacis on December 28th 1791 he recovered against said Moses
Drake £8.9.7 Lawful Damages & £1.0.10 Costs of Suit whereof said Moses is
convicted which Judgment remains in full Force not satisfied or
reversed whereby action hath accrued to the Plff to demand & have of said
Drake the sums aforesaid Yet the said Drake the requisite has never paid the
same but neglects & refuses to the Damage of said John eighteen pounds —
The Plff appears & the Deft the three times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court that
the said John do recover against the said Moses Eighteen pounds
Shillings Lawful Debt & Costs of Suit taxed at £1.0.1 & Execution &c

Execution Dec 12th 1793

Worthington vs Drake
Sept 10th 1793

John Worthington of Springfield in the County of Hampshire Esqr Plff
of Westfield in the same County Yeoman Deft in a Plea that he
for Value received said John to render to said Deft Eighteen
pounds six shillings & eight pence which said Deft
has never paid the same but neglects & refuses to the Damage of said
John Thirty pounds — The Plff appears & the Deft the three times
called to come into Court makes Default of Appearance &c
Wherefore it is considered by the Court that the said John do recover
against the said Gad
of Lawful Money Damages & Costs of Suit taxed at £1.11.11
Execution &c

Worthington vs Drake
Sept 10th 1793

Oliver Ely late of Westfield now of Lee in the County of Berkshire
Storekeeper Plff vs Joseph Chapin of Granby in the
County of Hampshire in a Plea of Trespass on the Case
as is at large set forth in the Declaration on file &c. The Plff
appears & the Deft the three times called to come into Court

Chapin
Sept 11th 1793

Default of Appearance here Wherefore it is considered by the Court that the said Elias do recover against the said Jerry Jeffries pounds the debt mentioned Damages & Costs of Court taxed at £ 4.7 —

Execution Sept. 20. 1793

Morgan & al vs Sheldon Sept. 14 1793

Whereas Jonathan Morgan & Walter Morey both of West Springfield in the County of Hampshire Yeomen before this Court the last Term thereof recovered Judgment against Solomon Merry of Windsor in the State of Vermont Trader for £ 150 & £ 10 Damages & £ 5.6.5 Costs & the Judgment be thereof rendered & Execution according by granted Yet the same is returned by Wm Ballard Dep. Shff that he had made diligent search & could not find in his Precinct the Body of said Solomon nor his Goods Chattels or Lands whereon to levy the Execution so remaineth unsatisfied — Now to the End that Justice may be done it was commanded that Charles Sheldon of Springfield in s. County Trader be summoned, who was served by per said Solomon upon the original Writ to his Appearance at Court & abiding the Judgment aforesaid, to show Cause &c — The Plffs appear & the said Charles the three Times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that s. Jonathan & Walter do recover against s. Charles Twenty two pounds ten shillings & three pence £ & Damages & Costs of Suit taxed at £ 3.0 & thereof &c

Execution Sept. 20. 1793.

Munger vs Washburn Sept. 11. 1793

Joseph Munger of Ludlow in the County of Hampshire Yeoman Plff vs Elijah Washburn of the same Ludlow Yeoman Deft in a Plea of the Case as in a plange set forth in the Declaration on file &c The Plff being three Times called to come into Court in Nonsuit the Plff appeared & moves for his Costs And it is considered by the Court that s. Elijah do recover against s. Joseph his Costs taxed at Eighteen shillings & seven pence & thereof &c

Chapman vs Colton Sept. 20 1793

Nathaniel Chapman of Long Meadow in the County of Hampshire Gent Plff vs Stephen Colton of the same Longmeadow Yeoman Deft in a Plea of the Case for that s. Stephen at s. Longmeadow on May 1st last was indebted to the Plff £ 6.13.3 Lawful money for meat & work Labor & a bond in consideration whereof he promised to pay him the same when he should be required &c — Yet said Stephen tho requested has never paid the same but neglects & refuses to the Damage of s. Nathaniel Ten pounds — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Nathaniel do recover against said Stephen Seven pounds Sixteen shillings & three pence £ & Damages & Costs of Suit taxed at £ 16.3 & thereof &c

Execution Sept. 20. 1793

White vs Chapin Sept 21. 1793

Elijah White of Granby in the County of Hampshire Yeoman Plff vs Jerry Chapin of the same Granby Yeoman in a Plea of the Case for that said Jerry at said Granby on December 6 1792 by his Note for that said Jerry at said Granby on December 6 1792 by his Note promised the Plff or order £ 10 lawful money on demand to be paid by him on or before the next April Yet said Jerry tho requested has never paid the same but neglects & refuses to the Damage of the said Plff — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s. Elijah do recover against s. Jerry Ten pounds eight shillings £ & Damages & Costs of Court taxed at £ 2.0 & thereof &c

Execution Sept. 20. 1793

Simeon Stowe of Ipswich in the County of Essex yeoman & Elias Chapman of Ipswich aforesaid in the County of Essex Yeoman Plaintiffs in a Plea of the Case for that said Benjamin on February 28th 1792 by his note for value received promised the said Plaintiffs to pay them £40 lawful money on or before June 1st 1793 with Interest thereon & that said Benjamin by his other note of the same date promised said Simeon to pay him on Order £20-0-0 lawful money on Demand with Interest & said Benjamin in the aforesaid Plaintiffs Writ mentioned & the said Plaintiffs have sustained damage to the Damage of said Simeon £110 — The Plaintiffs appear & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Plaintiffs do recover against said Benjamin Forty pounds Sixteen shillings & five pence for Damages & Costs of Suit taxed at £2.14.11 & Execution &c

Simeon Stowe & Elias Chapman vs Benjamin Chapman Sept. 133 1793

Recognized Sept. 31 1793

Pliny Merrill of Brookfield in the County of Worcester Esq. Plaintiff in a Plea of the Case for that said Thomas on January 22d last by his Note for Value received promised the Plaintiff to pay him on Order two hundred dollars with Interest & said Thomas the aforesaid Plaintiff's Writ mentioned has sustained damage to the Damage of said Pliny twelve pounds — The Plaintiff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Pliny do recover against said Thomas Forty pounds Thirteen shillings & three pence for Damages & Costs of Suit taxed at £2.14.11 & Execution &c

Pliny Merrill vs Thomas Blackmer Sept. 129 1793

Sept. 20 1793

Ezekiel Marsh Yeoman & Ezekiel Marsh Junr. Yeoman both of Danvers in the County of Essex Plaintiffs in a Plea of Ejectment against Ezra Phillips of Chesterfield in the County of Hampshire Husbandman Deft in a Plea of Ejectment wherein they demand against said Ezra the possession of one hundred acres of land contained in a Lot being the Lot of Lot Number fifty seven in that parish of Chesterfield aforesaid known by the Name of Stingham Property Also the West half of said Number thirty one with the same proportion bounded easterly on the Road & includes all the West End of said Lot which is West of the aforesaid Road except the House & three acres of land on which the Saw Mill stands; & say that said Ezra being lawfully seized & possessed of said demanded Premises with the Appurtenances in his Demesne as of fee by his Deed duly executed on April 30th 1787 acknowledged & registered for the Consideration of £130. did give grant sell & convey the same to said Ezekiel & Ezekiel Junr. & one Richard Marsh now deceased & hold to them their Heirs & Assigns in fee simple by Force whereof they became seized thereof & ought to have remained in the Seizin & possession thereof but said Ezra that Day entered into & ousted them of the demanded Premises with an Axe & Force so to do hath disseized said Ezekiel & Ezekiel Junr. & them out of the same & them damage to sustain &c

Ezekiel Marsh & Ezekiel Marsh Junr. vs Ezra Phillips Sept. 133 1793

The Plaintiffs appear & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Plaintiffs do recover against said Ezra their possession of the demanded Premises unless the said Ezra shall in two months pay the Plaintiffs

& Costs of Suit taxed at £2.15.7

Strong Ex vs Lyman Exr. Sept. 13th 1793

Caleb Strong of Northampton in the County of Hampshire Esq. Plff vs Elias Lyman Yeoman & Joel Lyman Gent. both of Northampton aforesaid Executors of the last Will & Testament of Elias Lyman late of said Northampton deceased Defts in a Plea of the Case for that said Elias deceased in his Life on October 30th 1787 at Northampton by his Note for Value received promised said Caleb to pay him or Order Thirty pounds Seventeen Shillings & eight pence one farthing Silver Money on Demand with Interest yearly rate paid & yet said Elias deceased in his Life Time or said Elias & Joel Executors as aforesaid since the Death of said Elias deceased the often requested have ever paid the same but neglect it to the Damage of said Caleb fifty pounds — The Plff appears & the Defts the three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that the said Caleb do recover against the said Executors in their said Capacity Forty one pounds thirteen shillings & ten pence Lawful Damages & Costs of Court taxed at £ 0..19..10 & thereof &c — Execution if not sooner 15. 1793

Stoddard Exr. vs Dwight Exr. Sept. 13th 1793

Solomon Stoddard of Northampton in the County of Hampshire Esq. Adm. on the Estate of Prudence Stoddard deceased Plff vs Mary Dwight late of Northampton aforesaid Widow & Timothy Dwight of Greenfield in the County of Fairfield & State of Connecticut Clerk Executors of the last Will & Testament of Timothy Dwight late of said Northampton Esq. deceased Defts in a Plea of the Case for that said Timothy the Testator in his Life Time on September 26th 1772 at Northampton aforesaid by his Note for Value received of her said Prudence promised the said Prudence then in full Life to pay her the Sum of twenty pounds Lawful on Demand with Interest — Yet said Timothy the Testator in his Life Time or the said Mary & Timothy the said Executors the requested, have ever paid the said Prudence in her Life or the said Solomon since the Death of the said Prudence, but neglect it to the Damage of said Solomon in his said Capacity Sixty pounds — The Plff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Solomon in his said Capacity do recover against the said Mary & Timothy in their said Capacity Forty three pounds nineteen shillings Lawful Damages & Costs of Suit taxed at £ 1..7..7 & thereof &c

Strong Ex vs Dwight & Exr. Sept. 13th 1793

Simeon Strong of Lenox in the County of Hampshire Esq. Plff vs Mary Dwight of Northampton in the same County Widow & Timothy Dwight of Greenfield in the County of Fairfield & State of Connecticut Clerk Executors of the last Will of Timothy Dwight late of Northampton aforesaid Esq. deceased Defts in a Plea of the Case for that said Timothy the Testator in his Life Time at said Lenox on August 13th 1791 being justly indebted to the Plff in the Sum of Three pounds & four pence for Services done & Money expended by said Simeon for said Timothy in the Business of Counsellor & Attorney in Consideration whereof said Timothy undertook & to the Plff then & there said promised to pay him the same Sum & the Interest thereof on Demand — Yet the said Testator the often requested in his Life Time never paid Plff nor have the said Executors the requested ever paid the same but neglect it to the Damage of said Simeon Eight pounds — The Plff appears & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Simeon do recover against the said Executors in their said Capacity Seven pounds & one penny & a Lawful Damages & Costs of Suit taxed at £ 1..0..10 & thereof &c

Caleb Stone of Northampton in the County of Hampshire Esq. Plaintiff in Equity
against Joseph Stone of Northampton Gentleman Defendant. Equity of Chancery
in the Equity of Hampshire ss. Caleb Stone Gentleman Plaintiff in the last
Will & Testament of Ebenezer Stone late of Northampton aforesaid Esq. deceased
Depts in behalf of the said Ebenezer Stone the said Testator in his life
time on September 21st 1790 duly executed & published the said Caleb in the Sum
Seven of Nineteen pounds four shillings & Eleven pence & No farthing
lawful Money then before that time paid laid out & expended and
advanced by the said Caleb for the said Testator at his
Request in Consideration thereof the said Testator promised the Plff
to pay him the same when requested the said Testator by the request
ed in his life time never paid the same nor the said Executor
the requested since the Testator's Death ever paid the same to the said Caleb
to the Damage of said Caleb Twenty pounds — Caleb Stone Esq. appears
& the Defdt to the Writ being called to come into Court makes Default
of appearance here whereupon it is considered by the Court that the
said Caleb do recover against the said Executor aforesaid Nineteen
pounds four shillings & Eleven pence & No Damages & Costs of Suit
taxed at £ 0 0 19 & thereof &c

Caleb Stone &c
vs
Joseph Stone
Sept. 1793

Albert Ryckman & Henry Troup both of the City County & State of
New York Merchts Plffs in Elias Carter late of Buckland in the
County of Hampshire Innkeeper Defdt in a Plea of the Case for that
said Elias on December 2nd 1791 at Conway in the said County of Hampshire
by his Note for Value rec'd promised one Samuel Boltwood to
pay him on Order Six months after Date £35.3.8 & Interest after time
of payment — and afterwards on the same Day the said Samuel by his
Indorsement on said Note ordered the Contents thereof to be paid to the Plffs
Value rec'd. whereof Elias had Notice & in Consideration thereof promis
ed the Plffs to pay them the same accordingly yet said Elias the
requested has never paid the same but neglects & to the Damage
of Plffs Ryckman & Troup fifty pounds — The Defdt appears & the
Defdt the Writ being called to come into Court makes Default of
appearance here — Whereupon it is considered by the Court that
the Plffs Ryckman & Troup do recover against the said Elias Seven
ty eight pounds six shillings & one penny £ & No Damages & Costs
of Suit taxed at £ 2.0.5 & thereof &c Execution Sept. 23d 1793

Albert Ryckman & Henry Troup both of the City & State of New York
Merchants Plffs in Michael Wilson of Rowe in the County of Hampshire Yeo-
manman alias Gentleman Defdt in a Plea of the Case for that said Michael
on April 12th 1791 at Conway in the County of Hampshire by his Note for
Value rec'd promised one Samuel Boltwood to pay him on Order on demand
£29.15.10 & No with Interest — and afterwards on the same Day the said
Samuel by his Indorsement on the said Note ordered the Contents thereof to
be paid to the Plffs for Value rec'd. in Consideration thereof the said Wilson
promised the said Plffs to pay them the same accordingly yet the said Michael
the requested has never paid the same but neglects & to the Damage of the
said Ryckman & Troup fifty pounds — The Defdt appears & the Defdt
the Writ being called to come into Court makes Default of appearance
here. Wherefore it is considered by the Court that the said Ryckman &
Troup do recover against the said Michael Forty four pounds two shil
lings & two pence & No Damages & Costs of Suit taxed at £ 2.2.3 & thereof &c
Execution Sept. 23d 1793

Ryckman &c
vs
Wilson
Sept. 1793

Solomon Coldwell of Northampton in the County of Hampshire Esq. Admr on
the Estate of Prudence Coldwell late of Northampton deceased & Samuel
Cook late of Stockbridge in the County aforesaid Gent. & Carmichael Smith of Deerfield
in the same County Yeoman in Debt in a Plea of the Case for that said Carmichael
rec'd of Northampton aforesaid on June 22d 1786 by their Note for Value
rec'd promised said Prudence to pay her £21.10.0 by May 22d 1787 or
Interest & said Samuel & Carmichael the requested never paid the said Prudence
the same in her life time, nor the said Solomon since the Decease of Prudence
but neglected to the Damage of said Solomon Forty pounds — Pltff Esq.

Solomon Coldwell &c
vs
Cook & Smith
Sept. 1793

appears, & the said Carmi who only has been summoned, tho three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Solomon in his Capacity do recover against the said Carmi Thirty seven pounds fourteen shillings & five pence L M Damages & Costs L 1 0 11 & thereof &c.

Murray vs Bothwood Sept. 14. 1793

Commonwealth of the City County & State of New York ss. Be it Rem. Ebenezer Bothwood of Albanish in the County aforesaid Yeoman Plaintiff in a Plea of Ejectment wherein he demands of Ebenezer the Possession of about Thirty Acres of Land lying in Albanish aforesaid with the Buildings thereon & Appurtenances being the Homestead whereon Ebenezer now lives bounded Easterly on the high way & Land lately owned by Nicholas Cook northerly by Land of Isaac Goddale westerly by Land of Robert Fuller southerly by Land of Heinrich Strong Esq. & the high way leading to Hadley, for that Ebenezer being lawfully seized & possessed of the demanded Premises with the Appurtenances in his Demesne as of fee by his Deed duly executed at Albanish aforesaid on July 12. 1792 acknowledged & registered in Consideration of Five hundred & nine pounds 14 0 bargained sold & conveyed the demanded Premises with the Appurtenances to the Plaintiff to hold to him his Heirs & Assigns forever in fee simple, by Force whereof the Plaintiff became instantly seized of said demanded Premises in his Demesne as of fee & ought to have remained & he the said Ebenezer since that Time hath entered into the Possession of the demanded Premises with as many rights so to do & hath disseized the Plaintiff thereof & still doth withhold him out of the same to the Damage of said Plaintiff four hundred pounds. The Def appears & the Defendant tho three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Plaintiff recover against the said Ebenezer Seisin & Possession of the demanded Premises unless the said Ebenezer shall in two months from this day give the said Plaintiff Five hundred forty nine pounds fourteen shillings & five pence Damages & Costs by him expended L 1 0 11 & thereof &c. Writ of Ejectment Nov. 15. 1793.

Goodman vs Dana Sept. 18. 1793

Silas Goodman of South Hadley in the County of Hampshire Trader Plaintiff in a Plea of the Case for that said John late of Northampton on June 1st being justly indebted to the Plaintiff in the Sum of Forty two pounds 10 for the late Sum of Money due before that Time had received of the said John for the said Silas & to the use of the said Silas a Horse the said John special Instance & Request in Consideration thereof the said John undertook & to the Plaintiff then & there faithfully promised to pay him the same Sum on demand. Also for that said John on January 1. 1792 in Consideration that said Silas at the Instance & Request of said John had before that Time board ed & lodged the said John for a long Time kept & fed the Horse of the said John, the said John undertook & to the Plaintiff then & there faithfully promised to pay him so much Money as the said Silas for boarding lodging & keeping his Horse should reasonably deserve to have whenever afterwards he should thereunto requested & land the Plaintiff said he deserved to have of the said John £5 0 0. Also for that said John on September 1st last in Consideration that said Silas at the Request of said John had sold & delivered unto the said John Goods &c. of the said Silas to the Plaintiff then & there unto the said John so much as said Goods were worth &c. and the Plaintiff avers said Goods were worth £6 0 1 &c. Yet said John tho requested hath not paid the same but the same to the Damage of said Plaintiff Forty four pounds. The Def appears by Caleb Strong Esq. his Atty & the Plaintiff by Caleb Strong Esq. his Atty comes and defends the Wrong & says he did not promise in manner & Form as the Plaintiff in his Declaration hath alleged. Thereof puts himself upon the Country. Replevy Bond filed. Issue on a Jury of this Term entered & argued

called being sworn to try the Issue joined upon their Oath that they find
the Deft promised in manner & form as ye pft doth in the Declaration and
assess Damages ab Fifty three pounds one shilling & eight pence — And
thereupon it is considered by the Court that said Silas do recover against the
said John Fifty three pounds one shilling & eight pence — Ad Damages & Costs of
Court taxed at £12.2.3 — Whereupon the said Silas by his Atty appeals
from the Judgment of this Court to the Supreme Judicial Court to be
holden at Springfield in & for the County of Hampshire on the 4th
Tuesday of September next & he recognizes with Sureties for his pros
ecuting the same to effect &c

John Phelps of Westfield in the County of Hampshire Esq. Pltff vs Silas
Fowler of Southwick in the same County Gent. Deft in a Plea of the Case
for that said Silas at Northampton on January 18th 1793 by his Note for
Value rec'd promised said John to pay him or order Eighteen pounds
three shillings & five pence — Ad Damages & lawful Interest thereof yet said Silas
tho often requested hath not performed his said promise but neglects
it to the Damage of said John thirty pounds — The Pltff appears & the Deft
tho three times called to come into Court makes Default of Appearance
here — Whereupon it is considered by the Court that said John do recover
against the said Silas Eighteen pounds Seventeen shillings & five pence
Damages & Costs of suit taxed at £8.7.7 & execution

Excon iss Sept. 20. 1793

Pltff vs Silas

James Wales of Williamsburgh in the County of Hampshire Yeoman Pltff
vs James Wales of Norwich in the same County Trader Deft in a Plea
of the Case for that said Wales at said Williamsburgh on January 3d last was
justly indebted to said Stunk in the Sum of Fifteen shillings lawful
Money for so much money of said Stunk before by said Wales had &
received, in Consideration whereof afterwards on himself & the said Stunk
then & there promised said Stunk to pay him the same Sum on Demand
Also for that said Wales at said Williamsburgh on the same January 3 in Consid
eration that said Stunk had then before that time sold & delivered to said
Wales sixteen pounds weight of Cheese, afterwards on himself & said
Stunk promised to pay him therefor so much as the same were worth &c
as said Wales tho requested hath not paid either of said Sums but neglects
it to the Damage of said Stunk thirty shillings — The Deft appears & we ask
him on his parole, Whether the Deft says he never promised in
manner & form as the Pltff hath declared against him & thereof puts himself on
the Country & the Pltff likewise — A Jury at this Term returned and
impannelled, being sworn to try the Issue declare upon their Oath that
they find the said Wales did promise &c — Ad Damages ab One
pound one shilling & eight pence — and thereupon it is considered
by the Court that said Stunk do recover against the said Wales the sum
one shilling & eight pence lawful Money Damages & Costs of suit taxed ab
£4.13.10 & execution

Excon iss 23 1793

Solomon Hubbard of Northampton in the County of Hampshire Esq. Admr
on the Estate of Prudence Stoddard late of said Northampton deceased Pltff vs
Moses Hubbard late of Hadley in the same County Gent. Administrator on
the Estate of Hezekiah Hubbard late of said Hadley deceased Deft in a Plea
of the Case for that said Hezekiah in his life time on the 15th day of
18th 1793 at Northampton aforesaid being then alive by his Note for Value
rec'd promised said Prudence then living to pay her or order Fifty three
pounds lawful Money on Demand with Interest — Yet said Hezekiah tho requ
ested in his life time by said Prudence in her life time & by said Moses since her
Death never paid the same nor has said Moses since the Death paid
Hezekiah tho requested ever paid the same but neglects it to the Damage
of said Solomon Sixty pounds — The Pltff appears & the Deft tho three times
called to come into Court makes Default of Appearance here Whereupon it
is considered by the Court that the said Solomon in his said Capacity do re
cover against the said Moses Eleven pounds sixteen shillings & eight
lawful Money Damages & Costs of suit taxed at £1.0.3 & execution

Stoddard Admr vs Hubbard Admr

Sept 15 1793

Martindale vs Sheldon Sept. 15th 1793

Zadoc Martindale & Dan Sheldon both of Westfield in the County of Hampshire Yeomen Parties in a Rule of Reference by them entered into according to the Statute &c — The said Parties appear & the Referees by them chosen now send into Court their Award Viz That said Dan pay to Zadoc Eighteen Shillings as Damage in throwing down Fence pulling down Bars & destroying the Grass & also three Shillings on cutting two white Oak Trees & the Cost of Reference taxed at three pounds Ten Shillings & two pence — And thereupon it is considered by the Court that said Zadock do recover against the said Dan Eighteen Shillings lawful Money Damages & Costs of Reference and Court taxed at £4..6..6 & thereof &c — Execution Sept. 20th 1793 —

Johnson vs Mitchell Sept. 15th 1793

Samuel Johnson Junr. & Moses Mitchell of Southwick in the County of Hampshire, Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case made, provides, The said Parties appear & the Referees by them chosen now send into Court their Award Viz That said Johnson recover against said Mitchell Eleven pounds, Fourteen Shillings & ten pence Damage, & Cost of Reference taxed at £1..14..2 — Whereupon it is considered by the Court that said Johnson do recover against said Mitchell Eleven pounds fourteen Shillings & ten pence lawful Money Damages & Costs of Reference & Court taxed at £2..18..6 & thereof &c Execution Sept. 20th 1793.

Hubard vs Hull Sept. 15th 1793

Benjamin Hubard of Granby in the County of Hampshire Yeoman Plff in Error Elias Hull of Westfield in the same County Gent. Deft in Error &c as is at large set forth in the Declaration on File &c — The Plff being three Times called to come into Court in Nonsuit the Deft Default &c the Action is dismissed

Forward vs Dwight Sept. 16th 1793

Justus Forward Clerk Justus Dwight Yeoman & Gideon Hubbins Gent. all of Belchertown in said County Plffs vs Erastus Dwight of Northampton in said County Yeoman & Stephen Hubbard of Amherst in the County aforesaid Blacksmith Deft in a Plea of the Case for that said Erastus & Stephen at said Northampton on June 23 1789 by their Note for Value rec'd promised said Forward Justus Dwight & Hubbins to pay them or Order twenty four pounds lawful Money within four years with lawful Interest for the same until paid Yet said Erastus & Stephen tho requested have never paid the same but neglect it to the Damage of said Plffs Forty pounds — The Plffs appear & the Deft the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Forward Justus Dwight & Hubbins do recover against said Erastus & Stephen Twenty nine pounds eighteen Shillings & Ten pence lawful Money Damages & Costs of Suit taxed at £1..15..12 thereof &c — Execution Oct. 14. 1793 —

Wilson vs Colton Sept. 1793

Samuel Wilson in the County of Hampshire Gent. in Debt vs Nicholas Colton of Colchester in the State of Connecticut & Nile Coleman of Hatfield in the County of Hampshire Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute &c — The said Parties appear & the Referees by them chosen now send into Court their Award Viz That the said Samuel Wilson recover against the said Nile Coleman Six pounds Damages & Costs of Reference taxed at Eleven Shillings & four pence — Whereupon it is considered by the Court that said Samuel do recover against said Nile Six pounds lawful Money Damages & Costs of Court taxed at £1..8..2 & thereof &c

Benjamin Chapman of Granby in the County of Hampshire Clerk Pltff
Simeon Ormer of Cambridge in the same County Defdt on a Plea
of the Case for that said Simeon at Cambridge on October 26 last by his
Note for Value rec'd promised one Giles Church to pay him or order
fifty seven pounds eighteen shillings & five pence on or before June 1st
then next with Interest after Time of payment, which said Giles on Sept 18 1793
the same Day by his Indorsement thereon ordered the Contents thereof to be paid
to the Pltff, of which the said Simeon then & there had Notice & in Consideration
thereof promised the Pltff to pay him the same according —
Also for that said Simeon at said Cambridge on August 10 1793 being justly
indebted to the Pltff in another Sum of thirty pounds for the Interest then
before that Time paid & expended by s'd Benja for s'd Simeon at his Request
in Consideration whereof s'd Simeon undertook & to the Pltff promised to
pay him the same on Demand — Yet said Simeon tho requested has
not paid either of s'd Sums to the Pltff but neglect it to the Damage of
said Benjamin Seventy pounds — The Pltff appears & the Defdt tho three
times called to come into Ct & makes Default of appearance here
Whereupon it is considered by the Court that said Benjamin do recover
against said Simeon Fifty five pounds five shillings & eight pence
of lawful Money Damages & Costs of Suit taxed at £ 1.11.7 & therefore
Execution Nov. 15. 1793

David Fowler Gent of Southwick in the County of Hampshire Gent & Fowler v
Moses Rook of the same Southwick Gent Parties in a Rule of Reference Rook
by them entered into & acknowledged according to the Statute — And now Sep. 164 1793
the said Parties appear & the Referees by them chosen now send into
Court their Award Viz. That the said Moses is justly indebted to
said David in the Sum of twenty nine pounds nineteen shillings
Whereupon it is considered by the Court that said David do recover
against s'd Moses Twenty nine pounds nineteen shillings of lawful
Money Damages & Costs of Suit taxed at £ 1.2.10 & therefore &c
Execution Sept. 30 1793

David Fowler Gent of Southwick in the County of Hampshire Gent & Fowler v
& Roland Parks of Westfield in s'd County Gent Parties in a Rule of Parks
Reference by them entered into & acknowledged according to the Statute Sep 165. 1793
And now the said Parties appear & the Referees by them chosen now
send into Court their Award Viz that the s'd Roland pay to said
David Thirty six shillings as Damages & the Cost of Reference being
£ 3.4.6 — Whereupon it is considered by the Court that the s'd David
do recover against s'd Roland One pound Sixteen shillings & Ds
Damages & Costs of Court & Reference being £ 4.7.4 & thereof &c
Execution Sept. 30. 1793

Nathaniel Holcomb & John Allen of Southwick in the County of Holcomb v
Hampshire Parties in a Rule of Reference by them entered into & ac- Allen
knowledged according to the Statute — The said Parties appear & the Sep. 166 1793
Referees by them chosen now send into Court their Award Viz.
That said Nathaniel is indebted & shall pay to said John Nine
shillings & eleven pence Damages & 14/4 Costs of Reference — Whereupon
it is considered by the Court that said John do recover against the s'd
Nathaniel Nine shillings & eleven pence & Ds Damages & Costs
of Court & Reference taxed at £ 1.17.2 & therefore &c
Execution Sept. 30 1793

Leavitt vs Russell
Sep 13th 1793

Haddeus Leavitt of Suffield in the County of Hartford & State of Connecticut Esq. Plff vs Daniel Russel of Hadley in the County of Hampshire Husbandman Deft in a Plea of the Case for that said Daniel at Suffield viz at said Northampton on May 10. 1792 by his Note for Value rec'd promised the Plff to pay him or Order Twelve pounds eleven shillings & eight pence L.M. on September 1st next with Interest — yet said Daniel tho requested hath never paid the same but neglects it to the Damage of said Haddeus fifteen pounds — The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Haddeus do recover against said Daniel Thirteen pounds eleven shillings & nine pence L.M. Damages & Costs of Suit taxed at £ 16.7.[illegible] & thereof &c Execution Sept. 30. 1793

Cone vs Chapin
Sept. 16th 1793

Newel Cone of Wilbraham in the County of Hampshire Husbandman Plff vs Zebulon Chapin Junr. of the same Wilbraham Trader Deft in a Plea of the Case for that said Zebulon at said Wilbraham on May 5th 1792 by his Note for Value rec'd promised the Plff to pay him Eleven pounds eight shillings L.M. in Wheat Rye Indian Corn or Pork at Cash price by January 1. then next with Interest of said Zebulon tho requested has never paid the same in any way but neglects it to the Damage of said Newel fifteen pounds — The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Newel do recover against said Zebulon Twelve pounds six shillings & three pence of lawful Money Damages & Costs of Suit taxed at £ 1.19.7 & thereof &c Execution Sept. 23 1793

Shenk vs Rook
Sept. 17th. 1793

John Shenk of Southwick in the County of Hampshire Gent. & Roger Rook of Sandisfield in the County of Berkshire Yeoman Parties in a Rule of Reference by them entered into & acknowledged according to the Statute &c — The Parties appear & the Referees by them chosen now send into Court their Award Viz that they find said Roger is indebted & shall pay to said John Fifteen pounds two shillings & seven pence Damages — Whereupon it is considered by the Court that said John do recover against the said Roger Fifteen pounds two shillings & seven pence L.M. Damages & Costs of Court taxed at £ 1.4.4 & thereof &c Execution Sept 20. 1793

Stockbridge vs Dacus
Sept. 17th 1793

David Stockbridge of Hadley in the County of Hampshire Yeoman Plff vs Stanning Dacus of Westfield in the same County Yeoman Deft in a Plea of the Case for that said Stanning at said Northampton on April 19th 1791 by his Note for Value rec'd promised said David to pay him or his Order Five pounds & three shillings L.M. on or before October 16th then next with Interest of said Stanning tho requested has never paid the same but neglects it to the Damage of said David Eight pounds — The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said David do recover against the said Stanning Five pounds Twenty shillings & eight pence L.M. Damages & Costs of Suit taxed at £ 1.3.3. & thereof &c Execution Sept. 14. 1793

Converse vs Leonard
Sept 17th 1793

James Converse & Daniel Leonard both of Norwich in the County of Hampshire Parties in a Rule of Reference by them entered into & acknowledged according to the Statute in such Case provided — The Parties appear & the Referees by them chosen now send into Court their Award Viz that said Daniel has to pay to said James Seven pounds 1/11½ L.M. Damages & Costs of Reference taxed at £ 1.9.0 & Costs of Court and thereupon it is considered by the Court that said James do recover against said Daniel £ 7.1.11½ L.M. Damages & Costs of Court & Reference taxed &c & thereof &c

Joseph Mayo of Dorwich in the County of Windham Esq. & Nathan Parsons of Greenwich in the same County Gent. Parties in a Plea of Trespass by them entered into & acknowledged as the Statute in such case provided directs — Mayo & Parsons Sept. 1793

The Parties appear & the Referees by them chosen now come into Court their Award viz. That said Nathan do recover against said Joseph Six pounds lawful Money his Costs & Land therein & be considered in the Court. That said Nathan do recover against said Joseph his Costs of this Suit & Court taxed at Seven pounds one shilling & thereof do execute — Execution issued Sept. 13. 1793

Richard Smith of the City & County of New London & State of Connecticut Merchant Plff. — Ebenezer Rockwood Defendant in the County of Hampshire Gent. & one of the Coroners of the said County of Hampshire & State in a Plea of the Case — Smith & Rockwood Sept. 13. 1793

Whereas said Richard at the Court of Common Pleas holden at Springfield in the second Tuesday of February A.D. 1788 recovered Judgment against one Moses Cooke Inn Holder of Amherst aforesaid Gent. & Deputy Sheriff under Elisha Porter Esq. Sheriff of the said County for Seven pounds five shillings & five pence Ad Damages & Taxed Costs of Suit which said Judgment remains in full force not reversed, paid or discharged: & said Richard afterwards at Springfield aforesaid on May 18th 1792 sued out a Writ of Execution on the same Judgment directed to either the Coroners of said County or his Deputy which the said Richard afterwards on said 18th day of May delivered to said Ebenezer to be by him duly served executed & returned &c. Yet said Ebenezer not regarding the Duty of his said Office but contriving & fraudulently intending to injure & defraud the Plff. in this behalf then not levied the said Sums to be paid to the Plff. & did not make Return of said Execution &c. by means whereof the Plff. says he hath wholly lost the Benefit of said Judgment & Execution & that said Ebenezer is by Law liable & chargeable therefor & the same are to the Damage of said Richard Twenty five pounds — The Plff. appears & the Defdt. tho' three Times called to come into Court makes Default & does not appear nor he. Wherefore it is considered by the Court that said Richard do recover against said Ebenezer Sixteen pounds twelve shillings & four pence Ad Damages & Costs of Court taxed at £ 1. 18. 7 & thereof do execute — Execution issued Sept. 30. 1793

Hannah Stiles Widow & Relict of Westerling Stiles in the County of Hampshire Administratrix on the Estate of Mabel Stiles late of Westerling aforesaid dec'd that the whole of the Estate of said Deceased as inventoried amounts to the Sum of £ 44. 6. 0 & that the whole of the Debts including the Admx. Allowance allowed is £ 75. 17. 8 so that the Debts exceed the Credits 30/10 She therefore prays for Leave to sell the whole of the Real Estate of said Deceased for payment of her Debts &c. which said Petition being read together with a Certificate from the Judge of Probate of Wills &c. for said County confirming the same & certifying his Opinion of the Necessity of selling said Real Estate &c. It is therefore considered by the Court that said Admx. be & she hereby is impowered to make Sale of the Real Estate of said Deceased, for the purpose of paying the Debts due therefrom she having observing the Directions of the Law relating to such Sales — Stiles Admx. Petition for Sale & Order Sept. 1793

Pillotson vs Holcomb
Sept 178 1793

Humbly shew, Abel Pillotson of Granville in the County of Hampshire Yeoman that at a Court holden before Timothy Robinson Esq. Just Pac. on June 17 1793 he recovered Judgment against Nathaniel Holcomb of Granville aforesaid for £ 1.12.1 Debt & £ 1.11.10 Costs from which Judgment said Nathaniel appealed to this Court, but hath neglected to enter his action — He therefore prays said Judgment may be affirmed with additional Damages — And thereupon it is considered by the Court that said Abel do recover against the said Nathaniel the sum of twelve shillings & one penny lawful Money Damages & Costs of Court taxed at £ 2.18.5 & thereof &c

Execution Dec. 17. 1793 —

Dickinson vs Clark
Sept. 173. 1793

Humbly shew Joseph Dickinson of Granville in the County of Hampshire that his Goods were attached & he summoned to appear before this Court at the Suit of Arunah Clark of said Granville & said Arunah hath neglected to enter his action wherefore said Joseph prays that his Costs may be allowed him whereupon it is considered by the Court that said Joseph do recover against said Arunah his Costs taxed at £ 1.4.3 & thereof &c —

Execution said Dec. 17 1793 —

Sprague vs Watkins
Sept. 180 1793

Humbly shew Samuel Sprague of Williamstown in the County of Berkshire Gent. that at a Court holden before Samuel Hinckley Esq Just Pac. on May 23d last he recovered Judgment against John Watkins of Orange in the County of Hampshire Clerk for £ 2.4.0 lawful Money Damages & Costs of Suit taxed at £ 1.12.10 from which Judgment said John appealed to this Court but has failed to prosecute the same — said Samuel therefore prays Affirmation of said Judgment with additional Damages & Costs — Whereupon it is considered by the Court that said Samuel do recover against said John Two pounds three shillings & two pence lawful Damages & Costs of Court taxed at £ 3.9.3 & thereof &c —

Execution Sept. 23d 1793.

Stone vs Phillips
Sept. 181 1793

Humbly shew John Stone of Chesterfield in the County of Hampshire Yeoman that at a Court before Benja Bonney Just Pacis on July 1. last past he recovered Judgment against Ezra Phillips of the same Chesterfield Yeoman for three pounds six shillings & 1d Damage & 15/10 Costs of Suit from which Judgment said Ezra appealed to this Court but has failed to prosecute the same — said John therefore prays Affirmation of said Judgment with additional Damages & Costs — Whereupon it is considered by the Court that said John do recover against the said Ezra Three pounds seven shillings & seven pence lawful Damages & Costs of Suit taxed at £ 1.19.11 & thereof &c —

Execution Sept. 23d 1793.

Day vs Phillips
Sept. 182 1793

Amos Day of Royalston in the State of Vermont Yeoman humbly shew that at a Court before William White Esq. Just Pac. on July 1. last past he recovered Judgment against Ezra Phillips of Chesterfield in the County of Hampshire Yeoman for sixteen shillings & one penny Damages & twenty shillings & one penny Costs of Suit from which Judgment said Ezra appealed to this Court, but has failed to prosecute the same said Amos prays Affirmation of the said Judgment with additional Damages & Costs Whereupon it is considered by the Court that said Amos do recover against said Ezra sixteen shillings & three pence of lawful money Damages & Costs of Suit taxed at £ 2.18.10 & thereof &c

Execution Sept. 23. 1793

Humbly shews Asa Spalding of Worthington in the County of Hampshire Gent. that at a Court held at Williamstown within and for said County on July 1st last he recovered Judgment against Era Phillips of Chesterfield in the same County for One pound eight shillings & two pence L. M. Damages & Fourteen shillings & ten pence Costs of Suit from which Judgment said Era appealed to this Court, but has failed to prosecute the same - said Era therefore prays Affirmation of said Judgment with additional Damages & Costs Whereupon it is considered by the Court that said Era do recover against said Era One pound eight shillings & five pence L. M. Damages & Costs of Suit taxed at £2 2 11 & Mandat &c Recognizance Sept. 23d 1793

Spalding v. Phillips
Sept. 18th 1793

Humbly sheweth Charles Rudder Arthur Merchant that he is an Alien, & that he hath resided within the Limits & under the Jurisdiction of the United States for more than the Term of two Years & also hath resided for more than the Term of one Year within the Commonwealth of Massachusetts, He therefore prays this honorable Court to grant him Naturalization that he may become & be considered as a Citizen of the United States of America agreably to the Laws of the United States in this behalf made & provided and as in Duty bound shall ever pray

Ch. Rudder Arthur Pet. to be naturalized
Sept. 18th 1793

Be it remembered that the foregoing Petition & Application made by Charles Rudder Arthur to this Court has been duly considered & Proof made to the Satisfaction of this Court that the said Arthur is an Alien & hath resided within the Limits & under the Jurisdiction of the United States for the Term of two Years & that he hath resided within the Commonwealth of Massachusetts for the Term of One Year & that he is a Person of Good moral Character, & the said Charles Rudder Arthur having taken the Oath prescribed by the Laws of the United States to support the Constitution of the said United States he the said Charles Rudder Arthur is now by this Court naturalized and considered as a Citizen of the United States of America

Humbly sheweth William Pratt Esq. Admr. on the Estate of Benjamin Lyon late of Springfield in the County of Hampshire deceased that the personal Estate of said deceased is Credit. [illegible] be deducted the Widows Allowance & Cost of administration the sum of £18 0 8 which leaves in the hands of said Administrator £ [illegible] & the Real Estate was appraised at £125 [illegible] due from said Estate amounts to £213 18 5½, He therefore prays may be improved to sell the whole of the Real Estate of said deceased, [illegible] deceased [illegible] Rights of Dower therein during her life &c. which said petition being read together with the Inventory of the Judge of Probate of Wills &c. for said County. that the facts stated therein are true & that in his Opinion it is necessary that the whole of said Deceased's Real Estate be sold for payment of said Debts & Thereupon considered by the Court that said Admr. be & he hereby is improved to sell the whole of said Deceased's Real Estate for the purpose of paying the Debts due therefrom, he having observing the Directions of the Law relating to such Sales

Pratt Admr. Petition to sell Real Estate
Sept. 18th 1793

Granger vs Taylor
Sept. 15. 1793

Luther Granger of Chester in the County of Hampshire Blacksmith hereby
shew that his Goods were attached & he summoned before David Stephens Esq.
Just. Pac. on May 21st last to answer to the Suit of Ebenezer Taylor of the
same Chester Yeoman in a Process of Contract. when Luther appeared
before Justice & denied the Demand of Ebenezer whereupon Ebenezer
notified said Luther that he should carry the same Action to this Court
for Trial, but that said Ebenezer hath neglected to enter his said Action &
wholly failed to prosecute the same He therefore prays his reasonable Costs
may be allowed him &c. Whereupon it is considered by the Court
that ~~said~~ Luther do recover against the said Ebenezer his Costs taxed at
One pound eight shillings & nine pence & taxed at &c. Execution Sept. 20 1793

The foregoing Judgment Order &c. being made and
entered up in Manner aforesaid, & then the Court was
adjourned without Day

Wm Rob Breck Clerk

Commonwealth of Massachusetts

Hampshire ss

At a Court of Common Pleas holden at Northampton within and for the County of Hampshire on the third Tuesday of January being the 21st day of the month & from day to day to the 31st day of the same month Anno Domini 1744

Jan. 21 Tues. 1744

Justices of the said Court present

Stephen Porter Esq.
Joseph Pitkin Esq.
Jonathan Ashley Esq.
Samuel Lyman Esq.
Wm. Pynchon Esq. Jr. Sec. Cans.

Grand Jurors

Edward Pebbles Foreman
Elias Leonard was appointed Foreman
Elias Ely
Justin Lombard
Thomas Killam
Levi Fay
Clark Wormaster
John McElwain
Elijah Burt
Noah Pitkin
Ruth King
Ebenezer Stacy
Enoch Holcomb Sen. absent sick
Philemon Warner discharged

Jur.
West.
Jur.
Pal.
Lithea
Wil.
West.
Jur.

Only the Actions issued at this Term are here recorded

Trials by Jury

2d day Shelton vs Campbell
3d Burghal vs Porter
4th Parsons vs Dickinson
Jabez de Tal was in room of Ferry
5 Wheeler vs Crow Jacob Root de Tal. on
Jacob Leal vs Ashley Eli Parker was on
6 Gordon vs Shaw. Eli Parker de Tal. was on
Thomas Williams was in room of Alex.
Phil. Joseph Allen de Tal. was on
7 Porter vs Billings Eli Parker was on
Fitch vs Norton Eli Parker was on
James Taylor in room of Justin Lombard
8 Ashmun vs Allison Eli Parker was on
Dwight vs Woodward Same Tal.
Phillips vs Longmeadow Same Jur.
Room of Burghal & Pitkin Jabez McElwain & Dan.
Leonard was on
Coolidge vs Townsend Eli Pebbles was on

Phineas Hammond of Grange in the County of Hampshire Husbandman Plaintiff in Martin Severs of Ware in the County aforesaid Husbandman Defendant in a Plea as is of Record hereto file with at January Term 1742 & continued from Term to Term to this Term and now at this Time the Plaintiff appears by Daniel Bagelow Esq. his Att. & the Defdt by Elijah Paine Gent. their Att. come & Defend &c and reserving Liberty to plead anew at the Supreme Judicial Court for plea saith he is not guilty as the Plaintiff hath alleged — And the Plaintiff Phineas consenting to that above Exception & saith the Plea of the said Martin & above pleaded is bad & insufficient in Law & prays Judgment for his Damage & Costs — And the said Martin saith that his Plea above pleaded is good & sufficient in Law — whereupon all & singular the premises being seen & understood by the Court Happens that the Plea & Exceptions of the said Martin above is an insufficient Answer to the Declaration of the said Phineas & ought not to preclude him the sd Phineas from having & maintaining his sd Action — Therefore it is considered by the Court that sd Phineas do recover against sd Martin & his further damages Damages & Costs of Suit taxed at £ 8. 12. 9

Jan. 28 1742

Whereupon the said Martin & his by John Barrett Gent. their Att. appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in sd County on the last Tuesday of Sept. next & Recognizes with Sureties for their prosecuting the same to Effect &c

Tenney vs Hammond
Jan 24 1792

Martin Tenney of Hinsdale in the County of Hampshire Husbandman Pltff
vs Thomas Hammond of Chester in the same County Husbandman Deft in a Plea of the Case as in a Pledge of Trover &c

The Pltff now appears by Elijah Paine Gent his Attorney & the Deft by Dan Hagerton Gent his Attorney & the Pltff alledges & the Deft pleads himself on the Country for Credit — And the said Martin comes in Liberty & waives his Plea — joins issue & the same Judicial Court adjudge that the Defendants Plea above pleaded is bad & insufficient for a Bar — and he is not bound to answer — and the Defendant consenting to the above Reserve comes in Plea in court —

Since all & singular the premises being seen & in the court understood, it appears to the Court that the Plea of the said Defendant is a good & sufficient Bar to the Declaration of the said Martin & that the said Martin be the said Defendant the revenue ought to receive the Day — Therefore it is considered that the said Martin by his Plea aforesaid to receive nothing out that for his damages he ought to have & recover against the said Defendant his costs taxed at £ 5 16 0 — Whereupon the said Martin by Elijah Paine Esq his Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surety for said Martin in prosecuting his said appeal with effect &c.

Ford vs Ford
Jan 19 1792

Benjamin Ford of Granville in the County of Hampshire Husbandman Pltff Eliezer Ford of Granville aforesaid on the Side of Plea in a Plea of the Case — Trover &c

The Pltff being now three times called to come into Court, the Deft appears & moves to the Court that he may be allowed his Costs which is considered in the Court that the said Eliezer do recover against the said Benjamin his Costs taxed at £ 8 9 2 & thereof &c

Execution Feb 7. 1794

Chapin vs Chapin
Jan 21 1792

Perez Chapin of Ludlow in the County of Hampshire Husbandman Pltff appeared & filed his Writ in the same County against the Deft in a Plea of the Case as in a Plea of Trover &c — Neither Party now appear in Court & the Case is dismissed

Fisk vs Meacham
Jan 53 1793

Daniel Fisk of New Salem in the County of Hampshire Husbandman Pltff vs Jonathan Meacham of the same New Salem Gent Deft in a Plea &c as is of Record Jan Term 1793 Neither Party the three times called to come into Court, appear here & therefore this Action is dismissed —

Bullard vs Douglass
Jan 68 1793

Asa Bullard of West Springfield in the County of Hampshire Gent Pltff vs Thomas Ja Douglass of Westfield in the same County Gent Deft in a Plea &c as is of Record January Term 1793 — The said Parties appear & the Referees by them heretofore chosen now rendered into Court their award Viz^t That Pltff Asa recover against Deft Thomas Two hundred ten shillings & one penny Damages including the Action of Douglass & Bullard to Daniel Leonard Esqr & that is a certain Action in favour of Deft Douglass against Pltff Bullard now pending in the Court of Common Pleas in this County & Nothing of that Pltff Asa recover against Deft Thomas of Costs of Reference being £ 5 2 10 & Costs of Court to be taxed by the Court &c — Whereupon it is considered by the Court that Pltff Asa do recover against Deft Thomas Two hundred ten shillings & one penny damage & Costs of suit taxed at £ 8 11 5 & thereof &c

Execution Feb 6. 1794

Van Rensselaer vs Ramsay
Jan 86 1793

David Cauchan late of New York in the State of New York & other Pltffs vs Robert Ramsay of Plainfield in the County of Hampshire Merchant Deft in a Plea &c as is of Record in Court — Neither Party the three times called appearing in Court, the Case is dismissed

William Smith of Springfield in the County of Hampshire Gent. Plff. vs. Abner Atwater of Blanford in s.d County Trader Deft. in a Plea &c as is of Record heretofore — And now at this Time the Plff. appears by John Hooker Esq. his Atty. & the Deft. the three Times called to come into Court makes Default of Appearance &c — Wherefore it is considered by the Court that said William do recover against the said Russel Twenty nine pounds two shillings & eight pence Lawful Damages & Costs of Suit taxed at £3.12.3 & Thereof &c —

Smith vs Atwater Jan 86. 1793

Thomas Douglass of Westfield in the County of Hampshire Gent. Plff. vs. Ebenezer Shipley of Westfield aforesaid Saddler Deft. in a Plea &c as is of Record heretofore — The Parties appear & the Referees by them chosen now send into Court their award viz. that s.d Ebenezer do recover against s.d Thomas Costs of Reference being £1.9.2 & Costs of Court to be taxed by the Court — And thereupon it is considered by the Court that said Ebenezer do recover against s.d Thomas the Costs of Suit &c taxed at £4.6.10 & Thereof &c

Douglass vs Shipley Jan 112. 1793

Execu. issd Feb. 6. 1794

Thomas George Douglass of Westfield in the County of Hampshire Gent. Plff. vs. Asa Bullard of West Springfield in the same County Gent. Deft. in a Plea &c as is of Record heretofore — And now at this Time the s.d Bullard Parties appear — And the Referees by them chosen now send into Court their award as is of Record already at this Term in Case of Bullard vs Douglass No. 68 Jan. 1793 — And thereupon it is considered

Douglass vs Bullard Jan 113. 1793

Thomas Lloyd of Granville in the County of Hampshire Yeoman Plff. vs. Ebenezer Lloyd of Granville aforesaid Yeoman Deft. in a Plea &c as is of Record heretofore — The Plff. appears & the Deft. the three Times called to come into Court makes Default of Appearance &c — Wherefore it is considered by the Court that said Thomas do recover against s.d Deft. six pounds nine shillings & nine pence of lawful Money Debt & Thereof &c — Execu. issd Feb. 6. 1794.

Lloyd vs Lloyd Jan 112. 1793

Benjamin Bemis of Worcester in the County of Worcester Esq. Plff. vs. Daniel Church of Brattleboro in the County of Windham & State of Vermont Trader Deft. as is of Record heretofore — The Plff. appears & the Deft. the three Times called to come into Court makes Default of Appearance &c — Wherefore it is considered by the Court that s.d Benjamin do recover against said Daniel Forty nine pounds nine shillings & two pence & £ Damages & Costs of Suit taxed at £6.7.5 & Thereof &c — Execu. issd Feb. 7. 8. 1794

Bemis vs Church Jan 121. 1793

Royal Tyler of Guilford in the County of Windham & State of Vermont Esq. Plff. vs. Samuel Field Gent. of Deerfield in the County of Hampshire and Oliver Field of Conway in the same County Gent. Deft. in a Plea &c as is of Record heretofore — The Deft. appears & the Deft. the three Times called to come into Court make Default of Appearance &c — Wherefore it is considered by the Court that the Plff. recover of the s.d Deft. Two hundred seventy nine pounds eighteen shillings & seven pence lawful Money Debt & Costs of Suit taxed at £3.13.8 & Thereof &c — Execu. issd Mar. 13. 1794

Tyler vs Field et al. Jan 134 1793

Timothy Stow of Granville in the County of Hampshire Yeoman appellant & Stow appt. vs. Samuel Phelps Yeoman & Gad Warner gentleman both of West Springfield in the same County appellees, from the Judgment of Abraham Dewlanks Esq. as is of Record here &c — The appellees now appear & the appellants being now the three Times called to come into Court make Default of Appearance &c — Wherefore it is considered by the Court that the said Samuel & Gad do recover against the said Benjamin the pound eleven shillings & ten pence of lawful money Damages & Costs of Suit taxed at £9.18.9 & Thereof &c —

Stow vs Phelps et al. Jan 141 1793

Jewett v. Woodward
May 3. 1793.

David Jewett of Tolland in the County of Tolland & State of Connecticut Gent. Plff v. Elisha Woodward of Wilbraham in s. County of Hampshire Gent. Deft in a Plea of the Case for that said Elisha ab. Tolland in a. Northampton on December 4th last in his Note for Value rec.d promised the Plff to pay him Twelve pounds ten Shillings & eight pence L.M. on April 1st then next with Interest after s.d Elisha the requested has never paid the same but neglects & refuses to the Damage of said David £120 — This Case was commenced at the Term of this Court the third Tuesday of May 1793 & continued under a Rule of Reference by the said Parties entered into to this Time & now the said Parties appear & the Referees aforesaid now send into Court their Award that said Elisha pay said David £107.10.0 in M.L. Damages & 18/ costs of Reference & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that s.d David do recover against s.d Elisha One hundred & Seven pounds ten Shillings & six pence L.M. Damages & Costs of Suit taxed at £4-13.6 & Executor — Execution s.d Feb.y 6. 1794 —

Cook v. Pepel
May 3. 1793

Samuel Dove Cook of Greenfield in the County of Hampshire Yeoman Plff v. John Pepel of s.d Town Greenfield Yeoman Deft in a Plea as is set forth in the Declaration on File &c — This Case was commenced May Term 1793 & continued from Term to Term to this Time & now neither Party appearing in Court this Case is dismissed

Giles v. Pierson & ux.
May 12. 1793

Edward Giles of Charlemont in the County of Hampshire Yeom.n Plff v. Ebenezer Pierson late of the same Charlemont Labourer & absent & absconding Debtor & George Mc Kennan of the same Charlemont Gent.m Executor of s.d Ebenezer Deft in a Plea for that s.d Ebenezer ab. s.d Charlemont on Feb.y 22d 1793 was justly indebted to said Edward in £5.12.0 L.M. for Goods Wares & Ware sold & delivered at his request, which he promised the Plff to pay him but has never done it but absconded &c — to his Damage £10

This Case was commenced May Term last when the s.d George the Tenant Trustee called to come into Court & make Default of Appearance &c — And the Case was continued to this Time — And now at this Time the Plff appears & the said Ebenezer the Tenant Trustee called to come into Court & make Default of Appearance &c — Therefore it is considered by the Court that s.d Edward do recover against s.d Ebenezer Five pounds twelve Shillings L.M. Damages & Costs of Suit taxed at £2-12-5 & Execution &c — Execution s.d Feb.y 6. 1794 —

Clark v. Chauncey
May 19. 1793

Charles Clark of North Bath Town in the County of Dutchess & State of New York Yeoman Plff v. Isaac Chauncey of Gawley in the County of Hampshire Yeoman & Benjamin Potter late of Goshen in the County aforesd Yeoman Defts in a Plea of the Case for that s.d Isaac & Benjamin at s.d Goshen on Feb.y 10. 1785 by their Note for Value rec.d promised said Charles to pay him Ten pounds on or before May 1. 1786 with Interest after s.d Benjamin Isaac the requested has never paid the same but neglects & refuses to the Damage of Charles Fifteen pounds — The Plff appears & the Defts the Tenants Time called to come into Court & make Default of Appearance &c — Therefore it is considered in the Court that the said Charles do recover against the said Isaac who only has been summoned the Sum of Fifteen pounds eight Shillings of lawful Money, Damages & Costs of Suit taxed at £3.12.8 & Execution

Execution s.d June 5. 1794 —

Ashley v. Ashley
May 21. 1793

John Ashley of West Springfield in the County of Hampshire Yeom.n Plff v. Thomas Ashley of the same West Springfield Gent.m Deft in a Plea as is at large set forth in the Declaration on File — This Case was commenced at May Term 1793 & continued to this Time & now neither Party appearing this Case is dismissed

Ashley v. Ashley
May 12 1793

Elisha Ashley of West Springfield in the County of Hampshire Admr on Estate of Moses Ashley dec.d Plff v. Thomas Ashley of the same West Springfield Gent.m Deft in a Plea as is at large set forth in the Writ on File — This Case was commenced at May Term 1793 — Continued to this Time — And now neither Party appearing this Case is dismissed

Moses Cook of Lambeth in the County of Hampshire Gent. & Deputy Sheriff under Elisha Porter Esq. Sheriff of s.d County Appellant v. Cæsar Pratt of Hadley in the same County Labourer from the Judgment of Isaac Parker Esq. one of the Justices of the Peace in & for s.d County in which Case s.d Cæsar was Plff & s.d Moses Deft in a Plea &c as is at large set forth in the Declaration on File &c Which Case was entered at a May Term 1793 & continued to this Time — And now the said Cæsar being three Times called in Court the said Moses appears & moves that his Cause may be allowed him Thereupon it is considered by the Court that s.d Moses do recover against the s.d Cæsar his Costs taxed at £ — Cook Appl. v. Pratt May 27. 1793

Samuel Hemingway of Greenwich in the County of Hampshire Yeoman Plff v. Horace Graves of Palmer in the same County Trader Deft in a Plea of the Case for that the s.d Horace on January 10th last owed s.d Samuel Eight Dollars balance in money & promised to pay him the same on Demand yet s.d Horace tho requested has never paid the same but neglects it to the Damage of said Samuel Eight pounds — This Case was commenced at May Term 1793 & continued to this Time And now the Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Samuel do recover against the said Horace Four pounds nine shillings & four pence of lawful Money Damages & Costs of Suit taxed at £ 2 — 19 — 7 & thereof &c Execution Feb 22 1794 Hemingway Pl. v. Graves May 32 1793

Wardum Parks of Westfield in the County of Hampshire Esq. Plff v. Aaron Noble of Pittsfield in the County of Berkshire Yeoman Deft in a Plea &c as is at large set forth in the Declaration This Case was commenced here & continued to this Time & now neither Party appearing this Case is dismissed Parks Pl. v. Noble May 41 1794

John Barnet of North Hadley in the County of Hampshire Att. Plff v. Joseph Foot of Greenfield in the County aforesaid Husbandman Deft in a Plea as is at large set forth in the Declaration on File — This Case was commenced here & continued to this Time & now neither party appearing this Case is dismissed Barnet v. Foot May 58 1793

Theophilus Clark of Claremont in the County of Cheshire & State of New Hampshire Yeoman Plff v. James Reed Stebbins of Springfield in the County of Hampshire Printer Deft in a Plea of the Case for that said James at Windsor viz at Springfield on July 25. 1792 by his Note for Value rec.d promised the Plff to pay him fifty one bushels & one half of Good merchantable Wheat by January 10th then next with Interest yet said James tho requested has never paid the same but neglects it to the Damage of said Clark Fifteen pounds — This Case was commenced at May Term 1793 & continued from Term to Term to this Time in one of which Terms the Deft tho three Times called to come into Court made Default of Appearance in Court — And now the Plff appears & moves for Judgment And it is considered by the Court that the s.d Clark do recover against s.d James Eleven pounds & all Damages & Costs of Suit taxed at £ 4 — 2 — 9 & thereof &c — Clark v. Stebbins May 59 1793

Thomas Faxon of Conway Cordwainer & John Faxon of Deerfield Brick Layer both in the County of Hampshire Plff v. Luther Chapin of Bernardstown in s.d County Yeoman Deft in a Plea of the Case for that said Luther at s.d Deerfield on October 16. last by his Note for Value rec.d promised the Plff to pay them £ 22 — 0 — 0 on Demand with Interest but has not done it to the Damage of said Thomas & John Twenty five pounds This Case was commenced May Term 1793 & continued to this Time and now the Plff appear & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Thomas & John do recover against the said Luther Twenty three pounds nine Teen shillings & ten pence L. M.o Damages & Costs of Suit taxed at £ 4 — 11 — 5 & thereof &c Execution Feb. 8. 1794 Faxon & al v. Chapin May 66 1794

Humphrey Ex.
vs
Billings Ex.
May 27. 1793

Ezra Stimpson of Stimpsdale in the County of Windham & State of Vermont Esq. & Lydia Jones of Stimpsdale in the County of Cheshire & State of New Hampshire Widow Executors of the last Will & Test of Daniel Jones late of Stimpsdale dec'd Plffs vs. Ethan Billings of Conway in the County of Hampshire Esq. of the last Will & Test of Elijah Wells late of Conway dec'd Deft in a Plea of the Case for that said Elijah at Conway aforesaid on December 22 1781 by his Note for Value received promised Daniel to pay him or Order forty three pounds sixteen shillings & Interest — Also for that said Elijah on May 29 1784 by his other Note for Value rec'd promised said Daniel to pay him or Order Six pounds twelve shillings & eleven pence L.M. & Interest yet said Elijah in his Life Time never paid the same to said Daniel neither said Ethan in his said Capacity since said Daniel's Decease ever paid the Contents to said Ezra & Lydia, both neglect to the Damage of said Ezra & Lydia Eighty pounds. This Case was commenced May Term 1798 & continued from Term to Term to this Time, at one of which Terms the said Ethan being five Times called to come into Court made Default of Appearance in Court — And now the Plffs appear in Court & move for Judgment & it is considered by the Court that the said Ezra & Lydia in their said Capacity do recover against the said Ethan in his said Capacity the Sum of Sixty two pounds eleven shillings & eleven pence L.M. Damages & Costs of Suit taxed at £3.6.8 & thereof Execution Feb. 8. 1794 —

Brown &c
vs
Everett
May 30 1793

Daniel Brown of Sandisfield in the County of Berkshire Esq. Plff vs. Samuel Everitt of Granby in the County of Hartford & State of Connecticut Yeoman Deft in a Plea of the Case as is at large set forth in the Declaration on File &c — This Case was commenced at May Term 1793 and continued to this Time — and now the said Daniel appears by John Stoker Esq. his Att. & said Samuel by Joseph Lyman Esq. his Att. comes & defends the Force & Injury when &c & for Plea says he never promised in Manner & Form as the Plff in his Declaration against him hath alleged & thereof puts himself on the Country —

And the said Daniel reserving to himself Liberty to reply anew on Trial of the Appeal says that the Plea by the said Samuel above pleaded & the Matters in the same contained is an insufficient Answer to his Declaration & he is not bound to reply thereto wherefore he prays Judgment — And said Samuel consenting to said Reservation says his Plea is sufficient —

Whereupon all & singular the Premises being seen & understood it appears that the Plea aforesaid of the said Samuel is a sufficient Answer to the Declaration of said Daniel, & that the said Daniel by his Plea aforesaid ought to recover Nothing —, Wherefore it is considered by the Court that the said Daniel by his Plea aforesaid do recover Nothing but that for his ground of Claim he be no Memory &c — And this further considered that said Samuel do recover against said Daniel his Costs taxed at £4.2.6 —, Whereupon the said Daniel by William Ely Gent. his Att. appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties as the Law directs for said Daniel prosecuting the same to Effect &c —

Sheldon vs
Campbell
May 22. 1793

Martin Sheldon of Suffield in the County of Hartford & State of Connecticut Merchant Plff vs. James Campbell late of Southwick in the County of Hampshire Yeoman Deft in a Plea of the Case for that said James at Southwick on February 26th 1793 by his Note for Value received promised the Plff to pay him £17.8.10 L.M. in one month with Interest, but has never paid the same the requested to said Plff to the Damage of said Martin Twenty five pounds &c — This Case was commenced at May Term 1793 & continued to this Time, and now the Plff appears by William Ely Gent. his Att. and the Def't by Joseph Lyman Esq. his Att. comes & defends the Force & Injury when &c & for Plea says he never promised in Manner & Form as the Plff in his Declaration against him hath alleged & thereof puts himself on the

County for Trial and the Deft otherwise — Whereupon a Jury of this
Time returned & impannelled as the Statute in cases being sworn to try the Issue
declare upon their Oaths that they find the said no Promise in manner & form as is
set forth in the Declaration — and thereupon it is considered by the Court that
the said James do recover against Martin his Costs taxed at Two pounds
Twelve Shillings & Six pence & Execution &c — Exon issued Feb. 6. 1794

Daniel Shime of Worthington in the County of Hampshire Yeoman Pltff v. Levi Pratt late of Lennington in the same County Yeoman Defendant in a Plea of the Case for that said Levi at Lennington on August 18th 1789 by his Note promised Nathaniel Pattison Town of Lennington aforesaid Yeoman the length of said Levi Defts in and Shade at is as large set forth in the Declaration on file. The Case was commenced at May Term 1793 & continued to this Time and now neither Party appearing this Case is dismissed — Shime v Pratt — May 8. 1718

Freeman Hilborn of Blanford & late of Connecticut Yeoman Pltff v Samuel Bothwood of Conway in the County of Hampshire Gentn Defdt in a Plea of the Case for that said Samuel at Conway on August 18th 1789 by his Note for Value recd promised William Evans to pay him or Order £93.10.9 & Mo on or before November 15. thereafter with Interest & said William on the same Day by his Indorsement on said Note directed said Samuel to pay the same to said Freeman, & said Samuel in Consideration thereof promised to pay the same accordingly but has not done it to the Damage of said Freeman Seventy pounds — This Case was commenced at May Term 1793 and continued to this Time and now the Pltff appears by Jona Porter Gentn his Attt & the Defdt the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Freeman do recover against said Samuel Thirty seven pounds nineteen Shillings & eight pence & Mo Damages & Costs of Suit taxed at £3.12.9 & Execution &c — Exon issued Feb. 8. 1794 — Hilborn v Bothwood — May 96. 1793

Barnus Marble of Springfield in the County of Hampshire Chairmaker Pltff v Moses Lash of Worthington in the same County Husbandman Defdt in a Plea as is set forth in the Declaration on file. The Case was commenced at May Term 1793 & continued to this Time & now neither Party appearing the Case is dismissed — Marble v Lash — May 104 1793

Edmond Blair late of Blanford in the County of Hampshire Yeoman Pltff v. Robert Blair Junr of the same Blanford Innkeeper Defdt in a Plea of the Case for that said Robert at Blanford on April 1st 1790 by his Note for Value recd promised said Edmond to pay him £11.5.6 & Mo in Six months with Interest, but has never paid the same to the Damage of said Edmond Twenty pounds This Case was commenced at May Term 1793 & continued to this Time — and now the Pltff appeared by John Phelps Esq Gentn his Attt & the Defdt the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Edmond do recover against the said Robert Twelve pounds Sixteen Shillings & eleven pence & Mo Damages & Costs of Suit taxed at £3.13.7 & Execution &c — Blair v Blair — May 112. 1793 — Exon issued Feb. 6. 1794.

Samuel Marsh of Blanford in the State of Connecticut Gentn Pltff v Noah Pixley late of Southampton in the County of Hampshire Yeoman Defdt in a Plea of the Case for that said Noah at Blanford viz at Chester on July 17. 1787 by his Note for Value recd promised said Samuel to pay him or Order Six Teen pounds 6/6 & Mo on Demand with Interest but he has never paid the same to the Damage of said Samuel Thirty pounds This Case was commenced at May Term 1793 & continued to this Time — at a former Term the said Noah being three Times called to come into Court made Default of Appearance but Court and now at this Time the Pltff appears & moves for Judgment & it is considered by the Court that said Samuel do recover against said Noah Twenty two pounds thirteen Shillings & nine pence & Mo Damages & Costs of Suit taxed at £2.16.8 and Execution &c — Exon issued Feb. 6. 1794 — Marsh v Pixley — May 113. 1793

Lazell vs Boyd & Ux.
May 1794. 1793

Joseph Lazell of Cummington in the County of Hampshire Trader Plff vs William Boyd late of Williamsburgh in the same County Cooper & Ann absconding Debtor & John Waite of the same Williamsburgh Yeoman Agent & to s^d William Defts in a Plea of the Case for that said Williams on January 6th last in Consideration that s^d Joseph had before that Time delivered to him divers Goods &c he the s^d William promised s^d Joseph to pay so much Money as s^d Goods &c were worth & s^d Joseph avers they were worth £5.16.3 ~ Also for that s^d William at Northampton aforesaid on April 15. 1790 by his Note for Value received promised Samuel Strickley to pay him or Order £2.14.9 L.M^o on Demand with Interest ~ & afterwards on February 1793 Samuel by his Indorsement on s^d Note order'd the Contents thereof to be paid the Plff & s^d William promised to pay the same accordingly but has never done it but absconded to the Damage of s^d Joseph Ten pounds —

This Case was commenced at May Term 1793 when the said John Waite appeared & being sworn declares upon his Oath that at the Time of the Service of the Writ he had given the said William a Note for £9 ~ dated last Decr payable in Beef 15th Octr next. That he saw one of Frederick Chapin the last Week in Septr 1793 & told Mr Chapin he would pay him the Contents of the Note in June then next but has not paid it ~ Question Did You give him a written promise to pay the same ~ Answer I did not —

Did You know that Chapin had the Note at that Time ~ I did not for the Note but he told Me he had the Note a little while after he shewed it to Me ~ After which this Case was continued from Term to Term to this Time and now the said William being three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Joseph do recover against said William Nine pounds two Shillings & eleven pence L.M^o Damages & Costs of Suit taxed at £3.15.9 & thereof &c

Execution issued Feby 11. 1794 —

Rush vs Wood & Ux.
May 1793

Gershom Rush of Easton in the County of Hampshire Gent Plff vs Jeremiah Wood late of Norwich in the County aforesaid Mason & abscording Debtor & Seth Cole of Norwich aforesaid Agent to said Jeremiah Defts in a Plea of the Case for that said Jeremiah at Northampton on April last past being indebted to said Gershom in £4.10.0 for so much advanced in Consideration thereof s^d Jeremiah promised to pay the same on Demand but has never done it but absconded &c This Case was commenced May Term 1793 when Seth Cole the Agent appeared & being sworn declared upon his Oath that at the Time of the Service of the Writ he owed said Jeremiah Five pounds three Shillings & ten pence to be paid in Clothing & produce on Demand and the Case was continued from Term to Term to this Time & now the Plff appears & the said Jeremiah being three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Gershom do recover against the said Jeremiah Four pounds ten Shillings & L.M^o Damages & Costs of Suit taxed at £3.5.0 & thereof &c

Execution Feb. 8. 1794 —

Henry vs Eglston
May 1793

Robert R Henry of Albany in the State of New York Gent Plff vs Aaron Eglston of Middlefield in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Aaron on June 1st 1791 by his Note for Value received promised the Plff to pay him or Order £2.0.8 New York Currency equal to £0.10.3 L.M^o on October 1. 1792 with Interest but he has never paid the same & the Damage of said Henry thirty pounds This Case was commenced at May Term 1793 & continued from Term to Term to this Time & now the Plff appears & the Deft being three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Henry do recover against the s^d Eglston

& Costs of Suit taxed at £ & thereof &c

Burk & al Adm^rs vs Porter Exr

David Burk William Sheldon & Lucy Colton Adm^rs on the Estate of Samuel Colton late of Belchertown in the County of Hampshire dec^d Plffs vs Elisha Porter of Hadley in the County aforesaid Exr & Sheriff of the said County Deft in a Plea of a Debt in the Detention on a Bill — This Case was commenced at May Term 1793 and continued to this Time — but now at this Time the Plffs appear by Jam Ely Esqr their Att^y & the said Elisha by George Grigg Esqr his Att^y comes & defends when &c & for a Plea says that the said John Magan

is not guilty in Manner & Form as the Plffs in their Declaration have alledged & thereof puts himself on the Country — and the Plffs do the same — Whereupon a Jury at this Term returned & impannelled as the Statute requires being sworn to try the Issue declare upon their Oath that they find the sd Elisha Morgan Junr is guilty in Manner & Form as set forth in the Declaration & assess Damages at Thirty-one pounds one Shilling & ten pence Whereupon it is considered by the Court that the said Plffs do recover against said Elisha £39„1„10 Lawl Money Damages & Costs of Suit taxed at £6„6„5 whereupon sd Defendt by John Hooker Esq his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for sd County on the last Tuesday of April next & he recognizes with Sureties as the Law directs for sd Elisha's prosecuting his sd Appeal with Effect &c

187

Samuel Owen of Southwick in the County of Hampshire Yeoman Plff vs. Abel Pinney of the same Southwick Yeoman Deft in a Plea of Trespass for that said Abel & Joshua Robbins at said Southwick on April 5. 1793 with Force & Arms the Close of the Plff containing 32 acres in said Southwick bounded Northerly on Land on Land of Mathew Laflin Westerly on the drain of Congamond pond Southerly on a high Way easterly on Land of Jonth Loomis, did break & enter & 32 Appletrees of the Value of twenty pounds then & there standing & growing did cut down dig up take & carry away & other Wrongs did to the Damage of said Samuel Thirty pounds This Case was commenced at May Term 1794 & continued to September Term, when the said Parties appeared and agreed to refer this Case to the Judgment & Determination of Saml Mather Esq Saml Fowler [illegible] & Paul Whitney &c and the Case was from thence continued to this Time — and now the said Parties appear & the Referees aforesaid [illegible] their Award viz that sd Owen recover against sd Pinney Forty shillings Damages [illegible] the Referees 23/10 & Costs of Court [illegible] And it is considered by the Court that said Owen do recover against sd Pinney the same [illegible] & Costs of Court & Reference taxed at £ [illegible] & thereof &c —

Execn issd Feb 27. 1794 —

Owen vs Pinney May 21 1793

James Perry Junr & Geo Hayne [illegible] both of London in the Kingdom of Great Britain & [illegible] of the City & State of New York Merchts Plffs vs Robert [illegible] in the County of Hampshire Administr [illegible] of Joel Clark late of Southampton decd Deft in a Plea of the Case in that said Joel on January 25. 1775 at New York [illegible] was indebted to the Plffs in the Sum of [illegible] Currency for Merchandizes before that Time sold & delivered the sd Joel at his Request & in Consideration thereof sd Joel promised the Plffs to pay them sd Sum [illegible] yet neither the said Joel in his Life Time nor the sd Robert since the Decease of said Joel ever paid the Plffs the same but neglects [illegible] to the Damage of the said Plffs Eighteen pounds This Case was commenced at May Term 1793 and continued to this Time. And now the Plffs by [illegible] Williams Esq their Atty & the Defts by Joseph Lyman Esq. his Atty [illegible] their Plea say that the said Joel never promised in Manner & Form as the Plffs in their Declaration against him have alledged [illegible] by [illegible] a Conclusion they will not [illegible] say that the Plea above [illegible] said Robert [illegible] is not sufficient in Law [illegible] Answer to their [illegible] And the Defts say their Plea aforesaid is sufficient [illegible] which being fully understood it appears to the Court that the [illegible] Robert is a full & sufficient Answer to the Plffs [illegible] that they ought to receive Nothing by their [illegible] [illegible] Plffs by their Plea aforesaid do receive Nothing [illegible] for their [illegible] Mercy [illegible]

Perry & al vs Hayward May 14. 1793

considered that said Robert do recover against the Plaintiff his Costs taxed at Twenty pounds eleven shillings. Whereupon the said Plaintiff by their Attorney prayed an appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for said County of Hampshire on the last Tuesday of April next & he accordingly with Sureties as the law directs for such persons entering their said Appeal with the Clerk &c.

Graham vs Darling ad. Eq. May 14, 1793

William Graham of Middlefield in the County of Hampshire Yeoman Plaintiff against Elijah Darling of Palmer in the same County Yeoman Caleb Stimson Innkeeper & Samuel Fairbanks Deputy Sheriff to the Office of Belchertown in the County aforesaid in a Plea that they render to him £34.19.11 which to him they owe & from him detain for that the said Graham by the consideration of the Supreme Judicial Court in said County Sept. Term 1792 recovered Judgment against said Defts for £10.1.3 Debt & £24.2.5 Costs of Suit with 1/6 for an Execution spend on said Judgment which said Judgment is in force & whereby Action hath accrued to said Graham to have & receive of said Defts said Sums yet said Defts have never paid the same & said Samuel one of said Defts has absconded &c. & that Park Holland of said Belchertown in said County is Agent & Trustee of the said Samuel &c.

This Case was commenced May Term 1793 when the aforesaid Park Holland comes into Court & being sworn declares upon his Oath that about November 16. 1791 he gave said Samuel Fairbank a Note of Hand for the Sum of Ten pounds payable on Demand & soon after he gave said Note he paid towards the same Seven pounds. Whereupon the Case was continued from Term to Term to this time & now the Defts appear by John Taylor Gent. his Atty. and the said Samuel Fairbanks being three times called to come into Court makes Default of Appearance &c. Whereupon it is considered by the Court that the said Graham do recover against the said Samuel

Costs of Suit taxed at £

Munroe vs Dwight May 14, 1793

David Munroe of Northbro in the County of Worcester Gent. Plaintiff against Jonathan Dwight in the County of Hampshire Yeoman Defendant in a Plea &c. & that are ready to verify &c. This Case was commenced at May Term 1793 & continued to this time & now the Parties neither party appearing this Case is dismissed

Phelps vs Lee May 15 1793.

George Phelps of Blanford in the County of Hampshire Yeoman Plaintiff against Elijah Lee of Westfield in the same County Yeoman Defendant in a Plea &c. as is fully set forth in the Declaration on file &c. This Case was commenced at May Term 1793 & continued to this time & now neither party appearing the Case was dismissed

Frosh vs Moss May 15, 1793

Abigail Frosh late of Spencertown in the County of Columbia & State of New York widow late Wife of John Frosh late of Granville in the County of Hampshire dec'd Plaintiff against Martin Moss of Granville in aforesaid Husbandman Defendant in a Plea of Dower in that & Plaintiff at said Granville on January 1st 1755 were during the coverture of said Abigail seized & possessed in his demesne as of fee & right in Twenty Acres of Land with the House Barn & other Buildings thereon standing bounded as a Corner grand said out to the heirs of Moses Byles dec'd thence running East 53 rods to a Stake thence North 53 rods thence West 63 rods thence South 63 rods to the first bounds. Also a Grand in one half part of a lot lying in said Granville bounded N° on the Ministerial Lot on South on John Sheldon East on Samuel Hart containing nine Acres & whereof she demands her Dower of & in a third part of the premises. Whereupon the said Plaintiff hath lawfully demanded her Dower of & in the premises of the said Martin at Granville aforesaid on the first day of May last & said Martin did not within one month next after Demand made set out her Dower in the premises nor in part hitherto hath & still doth unjustly neglect & refuse so to do to the Damage of said Abigail Twenty pounds &c. This Case was commenced at

May Term 1783 and continued to this last Term when the Plff appeared & the Deft [illegible] times called & [illegible] appeared in Court & the Case was continued for Judgment & [illegible] the Plff appeared & Judgment was rendered by the Court that Abigail Dodge recover against said Martin the sum of [illegible] & Buildings & costs with Eighteen shillings & [illegible] Damages & costs of suit taxed at [illegible]

Writ of Error Sept 20. 1794

Paul Wright of Stoddard in the County of Cheshire Yeoman Plff in Error Against Abigail Dodge of Keene in the same County Gentlewoman Deft in Error Trespass for that the said Plff in Error on the [illegible] day of August 1783 with Force & Arms broke & entered the Close of him the said Plff in Error situated in the said Town of Keene bounded & the road leading from Chesterfield to Sunderland at the North east corner of Joseph & Ebenezer Eastman's land thence running Westerly 25 rods & 2 feet thence Westerly 18 rods thence South 21 rods thence Easterly on said Eastman's land to the first mentioned Bounds containing 1 Acre & 1 Quarter of the Value of 5 lb Ten Acres growing of the Value of 5 lb which said Land & Trees were the Damage of said Paul in Fourteen pounds

This Case was commenced at September Term last & continued to this June & now the Plff appears by Jonathan Porter Esq his Attorney and the Deft by Simeon Ring Esq his Attorney & Defends the Force & Injury when & where the said Paul in his Declaration hath against him alledged & thereupon puts himself upon the Country

And the said Paul reserving liberty to alter this Plea & to plead the same & upon the Trial of this Appeal & consenting that his Review shall be tried on his Plea & Plea filed by Nathan Wooster & Silas Wooster aforesaid, leaded & the Matters therein contained all issue & issues in law to which he is not bound by law to answer & which he is ready to verify & prove as Court & Jury may be directed & prays judgment & that his Damages & Cost may be adjudged to him & the said Silas & Nathan Wooster say that this Plea appeared at a Court held here & the Premises being seen & understood & it appears to the Court that this Plea appeared of the said Silas is a sufficient answer to the Demand of the said Paul & that the said Paul by his Plea aforesaid ought to recover Nothing — Therefore it is considered that the said Paul by his Plea aforesaid to recover Nothing such for his groundless Claim he be in Mercy — and it is also considered that Silas do recover against the said Paul his Costs taxed at

Whereupon the said Paul by his Atty aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & in recognizance with Sureties for said Paul prosecuting his said Appeal with Effect &

Meacham vs Henry Sept. 5 1783

Ebenezer Meacham Esq of Marlborough Yeoman Plff in Error against Henry of Chesterfield in the County of Hampshire Gentleman Deft in a Plea of Trespass in the Court of Pleas on Eight pounds by the said Plff in Error demanded & Henry Fairbrother & Jonathan Meacham with Interest & Costs said Joseph hath never paid the same but wrongfully withheld the Damage of said Plff in Error 5 lb — This Case was entered at the last Term & continued to this Term — and now the Plff appears & the Deft being three times called & come not but wholly make default & appearance & Judgment is therefore considered that said Plff in Error do recover against the said Deft in Error the sum of Eight pounds & Costs taxed at [illegible] Dollars

Recognizance Sept. 1794

Ebenezer Stone of Deft Nathan Stone of in Error

This case was commenced at the last Term & continued to this Term & now the Plff appearing the Case is discontinued

Thorowgood vs Jenkins Sept. 11. 1793

James [illegible] of [illegible] in the County of Hampshire [illegible] & Abigail his Wife Plffs. vs. Ebenezer Jenkins of Lee in the County of Berkshire Husbandman Deft in a Plea of Trespass for that said Ebenezer at sd Northampton on April 27 1791 with force & Arms on the Body of sd Abigail then being in the peace [illegible] with Swords Staves & other Weapons & Assault [illegible] made, beat wound evilly in treat & imprison her & hold in imprisonment for the space of twenty days & transport & carry her from the place aforesd 25 miles & other Wrongs to said Abigail then & there did contrary to the Law [illegible] to the Damage of the sd James & Abigail eighty pounds — This Case was commenced at the last Term and continued to this Term — And now the Plffs appear by William Ely Gentn their Atty & the Defts by E Williams Esqr his Atty comes & defends &c & reserving liberty of waiving this Demurrer in the Supreme Judicial Court & of pleading the General Issue & any other Plea on Trial of this Appeal says the Declaration of the sd Plffs & the Matters therein contained are insufficient in Law for the Plffs to maintain their Action aforesaid against sd Ebenezer & this he is ready to verify wherefore he prays Judgment — And the Plffs consenting to said Demurrer say that the Declaration aforesd is sufficient All which being seen & understood it appears to the Court that the Plea aforesaid of the sd Ebenezer is an insufficient Answer to the Declaration of the said James & Abigail & ought not to preclude them from having and maintaining their sd Action — Therefore it is considered by the Court that the said James & Abigail do recover against the said Ebenezer Eighty pounds of lawful Money Damages & Costs of suit taxed at £ 2..17..8 —

Whereupon sd Ebenezer by his Atty aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the last Tuesday of April next & he recognizes with Sureties as the Law directs for sd Ebenezer's prosecuting his said Appeal with Effect &c

Hooker & al vs Rose & al Sept. 15. 1793

[illegible] Whereas Horace Hooker & John Hooker both of Hartford in the County of Hartford & State of Connecticut [illegible] before this Court at September Term 1792 recovered Judgment against Thomas Rose of Chester in the County of Hampshire Trader for £ 11..15 Damages and [illegible] Costs whereof sd Thomas [illegible] & the Judgment [illegible] & Execution thereon issued yet the same is returned by William [illegible] a Deputy Sheriff that he had made diligent search for Goods Chattels & Lands of sd Thomas & for his Body but could find neither within his precinct whereon to satisfy sd Execution so that the same remains unsatisfied that sd Judgment is in full force & unpaid & sd Thomas hath avoided & could not be found or his Body taken to satisfy the same Execution whereupon sd Horace & John have supplicated [illegible] for a Scire facias against Samuel Rose Gentn & Aaron [illegible] both of Westfield in said County who were Sureties for sd Thomas on the original Process — We command you to make known to sd Samuel & Aaron that they be before this Court [illegible] then shew wherefore sd Horace & John should not have their Execution against them [illegible] Damages & Costs aforesaid [illegible] This Scire facias was commenced at the last Term of this Court & continued to this Time and now the Plffs appear & the Defts tho' three Times called to come into Court make Default [illegible] Wherefore it is considered by the Court that the sd Horace & John do recover against the sd Samuel & Aaron Thirteen pounds [illegible] shillings & one penny [illegible] Damages & Costs of suit taxed at £ 2..8..3 [illegible] Exon issd [illegible] 1794

Weld vs Stebbins & al Sept. 16. 1793.

Ezra Waldo Weld of Worcester in the County of Worcester Printer Plff vs. Ebenezer Stebbins of Springfield in the County of Hampshire Yeoman & Francis Stebbins late of sd Springfield Printer Defts in a Plea of the Case for that said Ebenezer & Francis at Springfield aforesd [illegible] promised the Plff [illegible] pounds [illegible] within one Year [illegible] [illegible] This Case was commenced at the last Term

at Continued to this Time, and now the Pltff appears & the Defdt the three times called to come into Court makes Default of Appearance &c. Whereupon it is considered by the Court that said Eva do recover against the Defendant & Damages Ten pounds five shillings & three pence & the Damages & Costs of Suit taxed at £ 2.5.3 & thereof &c. Execution Feb. 5. 1794

Jeremiah Carson of Springfield in the County of Hampshire Gentleman Pltff & Matthew Lathrop of Hadley in the County of Hampshire aforesaid Gentleman Deft in a Plea of the Case for that the said Matthew at Springfield on August 11th 1792 in Consideration of the Pltff promised the Pltff to pay him on Order or Demand with Interest the Value received for that the said Matthew at Springfield on August 11th 1792 in Consideration of the Pltff promised the Pltff to pay him on Order or Demand with Interest such Matthew & Lathrop Deft the requested came upon said Writ & Sworn Bill against the Damage of the Pltff two hundred pounds & this Case was commenced at the last Term & continued to this Time & now the Pltff appears & the Deft the three times called to come into Court make Default of Appearance &c. Wherefore it is considered by the Court that the said Pltff do recover against the said Matthew & Lathrop Deft the Sum of Sixty two pounds eighteen shillings lawful Money Damages & Costs of suit taxed at £ 2.6.0 & Execution. After which the said Deft by George Phelps Esq. his Atty came into Court & appealed from the Judgment of this Court to the Circuit Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognized with Sureties for his prosecuting their said Appeal with Effect as by the Recognizance on file does appear

Sept. 21. 1793

Perez Clark of Worthington in the County of Hampshire Cordwainer Clark Pltff & Joseph Smith of Westfield in the same County Gentleman Deft Smith in a Plea of the Case for that the Deft at Westfield on the 2d day of Sept. 1793 in his Note for Value received promised the Pltff to pay him or Order within Twelve months or before August next with Interest & Sept said Deft the requested has never paid the same but neglects & refuses to the Damage of the Pltff Perez Thirty pounds. This Case was commenced at the last Term & was continued to this Time & now the Pltff appears & the Deft the three times called to come into Court makes Default to appear are here. Wherefore it is considered by the Court that the said Perez do recover against the said Joseph Sixteen pounds two shillings & Six pence & Mr Damages & Costs of Suit taxed at £ 2.8.5 & thereof &c.

Execution Feb. 6. 1794

Jonathan Severance of Shelburne in the County of Hampshire yeoman Severance Pltff & Joseph Severance of Greenfield in the same County yeoman Deft Severance in a Plea of the Case as is set forth in the Declaration on file &c. This Case was commenced at the last Term & continued to this Time and now Sept. 24. 1793 neither Party appearing this Case is dismissed

Edmond Farrar of Montague in the County of Hampshire Gentleman Pltff & David Dickinson of Deerfield in the same County Gentleman Deft in a Plea of the Case for that said David at Greenfield on August 16th last was justly indebted to said Edmond in the Sum of £ 2.8.3 for divers Goods Sold & delivered at his request & said David in Consideration thereof promised the Pltff to pay him the same on Demand & also for that said David at Greenfield aforesaid on the Day aforesaid being further indebted in another Sum of £ 12.16.2 for so much said such expended & laid out at said David's request who in Consideration thereof promised the Pltff to pay him the same on Demand & also for that said David at Greenfield on the Day aforesaid being indebted to said Edmond in another Sum of £ 4.2.0 for Work & Labor performed at said David's request who in Consideration thereof promised the Pltff to pay him the same on Demand. Yet said David the requested hath never performed either of the aforesaid Promises but neglects & refuses to the Damage of the said Edmond Thirty pounds. This Case was commenced at the last Term of this Court, and continued to this Time and now the Pltff appears by William Coleman Gentleman his Atty & the Deft

Dickinson Sept. 25. 1793

by Simeon Strong Esq. his Att. comes & defends &c & for Plea says that he never promised in Manner & Form as the Edmond in his Declaration hath alledged & thereof puts himself upon the Country and the Pltff likewise. Whereupon a Jury at this Time returned & impannelled &c as the Law requires being now sworn to try the Issue doe upon their Oath that they find the Def David did promise in Manner & Form as is set forth in the Declaration and assess Damages at Seventeen pounds ten shillings & and it is considered by the Court that said Edmond do recover against the said David Seventeen pounds ten shillings of lawful money Damages & Costs of suit taxed at £8..0..3 & and the said David by his Att. prayed appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surety as the Law directs for S. David's prosecuting S. Appeal with effect &c

Pltff at Greenfield Sept. 26. 1793

Daniel Bird of Greenfield in the County of Hampshire Yeoman Pltff & Tilton Graford of the same Greenfield Yeoman Deft in a Plea &c as is set forth in the Declaration on file &c. This Case was commenced at the last Term and continued to this Time & now neither Party appearing this Case is dismissed.

Pastor v. Cook Sept. 27. 1793

Amos Pastor of Greenfield in the County of Hampshire Yeoman Pltff & Dan Cook of the same Greenfield Yeoman Deft in a Plea &c as is set forth at large in the Declaration on file. This Case was commenced at the last Term & continued to this Time and now neither Party appearing this Case is dismissed.

Lewis v. Fuller Sept. 27. 1793

Elizabeth Lewis of Westfield in the County of Hampshire Spr. Pltff & John Fuller of the same Westfield Esq. Deft in a Plea &c as is set forth in the Declaration on file &c. This Case was commenced at the last Term & continued to this Time & now neither Party appearing this Case is dismissed.

Phelps et al v. Morley et al Sept. 33. 1793

Solomon Phelps of Westfield in the County of Hampshire Henry Champion & Theodore Lord & Elisha Lord all of Colchester in the County of New London & State of Connecticut & Henry Deming of Wethersfield in the County of Hartford & State of Connecticut Merchants Pltff at. Abel Morley and David Morley both of West Springfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that S. Defts at West Springfield aforesaid on November 16. 1791 by their Note for value rec'd promised the Pltffs to pay them or Order £67..6..4 & Mo in one Year with Interest which said Defts the requested have never paid tho' same but neglect & refuse to the Damage of S. Pltffs One hundred pounds &c This Case was commenced at the last Term & continued to this Time & and now the Pltffs appear & the Defts the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that the said Pltffs do recover against S. Defts Twenty pounds Six shillings & Five pence & Mo Damages & Costs of suit taxed at £20..7..9 & Execution &c Feb. 6 1794

Johnson v. Smith Sept. 33 1793

Spring Wm Johnson of Harrington in the County of Litchfield & State of Connecticut Merch. Pltff at. Jesse Smith of Worthington in the County of Hampshire Merch. Deft in a Plea &c as is set forth in the Declaration on file &c. This Case was commenced at the last Term of this Court and continued to this Time & and now at this Time neither Party appearing this Case is dismissed.

Lawrence v. Smith Sept. 28. 1793

Richard R. Lawrence of New York in the State of New York Merch. Pltff at. Jesse Smith of Worthington in the County of Hampshire Merch. Deft in a Plea &c as is set forth in the Declaration on file &c.

Bowne v. Lane Sept. 28. 1793

Robert Bowne of New York aforesaid Merch. Pltff at. Jesse Smith aforesaid Deft in a Plea &c as is set forth in the Declaration on file &c.

Bowne v. Lane Sept. 28. 1793

Robert Bowne of New York aforesaid Merch. Pltff at. Jesse Smith aforesaid Merch. Deft in a Plea &c as is set forth in the Declaration on file &c.

Bowne v. Lane Sept. 28. 1793

Robert Bowne of New York aforesaid Merch. Pltff at. Jesse Smith aforesaid Merch. Deft in a Plea &c as is set forth in the Declaration on file &c.

John W. Haycock of New York yeoman Merchant Pltff. Sworn & said Deft in a Plea &c as is set forth in the Declaration on file &c. &c.

Thursday Sept. 2. 1793

Joseph Byrd & John Barrow both of New York yeomen & Nathl. Pelton Jeffe Smith aforesaid Defts in a Plea &c as is set forth in the Declaration on file &c. This with the five foregoing Cases were entered & at the last Term & continued to this Time &. And now the Parties aforesaid do not appear & the sd Actions are dismissed

Byrd vs. Barrow & Ux. & Ux.

Simeon Ashley of Springfield in the County of Hampshire Yeoman Pltff. & Benjamin Thing of Westfield in the same County Hatter Deft. in a Plea of the Case for that the said Thing at said Westfield on Feby. 14. 1784 by his Note for Value received promised the Pltff to pay him or Order £181 3 9 Lawful Silver money on the 1st day of March next following the said Bolance the said Thing has never paid the same but wholly neglected it to the Damage of the Pltff Simeon twenty pounds. This Case was commenced at the last Term of this Court & continued to this Time. And now the Pltff appears by Joseph Lyman Esqr his Attorney & the Deft the three Times called to come into Court makes Default of Appearance &c. Whereupon it is considered that Simeon do recover against said Bolance Twenty six pounds fourteen shillings & one penny L Mo Damages & Costs of Suit taxed at £ 2 Dls 4 7. After all which said Bolance by John Dells Jun. Esqr his Attorney comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for said County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for said Bolance prosecuting his Appeal with Effect &c.

Ashley vs Thing Sept. 45. 1793

Ebenezer Wheeler of Montgomery in the County of Hampshire Yeoman Pltff. & David Crow of the same Montgomery Innholder Deft in a Plea of the Case for that the said Ebenezer now & always was a peaceable & quiet man & free from all kind of malice or secret Mischief & not a Breaker or Disturber of the Peace of the Commonwealth, & said David not being ignorant of the premises but contriving & maliciously intending the said Ebenezer, him sd Ebenezer (for that the said Ebenezer at sd Montgomery on the tenth day of October AD 1796 as a malicious & mischievous Person & a Breaker & Disturber of the Peace with force & arms privately secretly & maliciously kill & destroy one hog the property of the said Deft. with an Intent to injure & defame him the said David contrary to the Law against the Peace & Dignity of the Commonwealth aforesaid and to the Damage of sd David without any just or probable Cause before our Justices of our Court of General Sessions of the Peace holden at Springfield within & for the County of Hampshire aforesaid on the third Tuesday of January last past) caused & procured to be indicted & the same Ebenezer on that Account prosecuted until he the said Ebenezer was thereof duly acquitted whereby the said Ebenezer hath been put to great Trouble & Expence & says he is prejudiced all which is to the Damage of sd Ebenezer Fifty pounds. This Case was commenced at the last Term of this Court & was continued to this Time. And now the Pltff appears by Joseph Lyman Esqr his Attorney & the Deft by Simeon Strong Esqr his Attorney comes & defends &c & for a Plea says he is not guilty in Manner & Form as the said Ebenezer in his Declaration hath alledged against him & thereof puts himself on the Country. And the Pltff likewise. A Jury at this Time returned & impannelled as the Law requires, being now sworn to try the Issue delivered upon their Oath that they find the said David is not guilty &c. And thereupon it is considered by the Court that said David do recover against the said Ebenezer his Costs taxed at £.

Wheeler vs Crow Sept. 46. 1793

Whereupon sd Ebenezer by his Attorney aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for sd County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for sd Ebenezer prosecuting sd Appeal with Effect &c.

Lathrop vs Phelps Ex
Sept. 27. 1793

Nathan Lathrop of Westfield in the County of Hampshire Gent. Pltff John Phelps of the same Westfield Esq. Deft in a Plea of the Defendant as is at large set forth in the Declaration — This Case was commenced at the last Term of this Court & continued to this Time — and now neither Party appearing this Case is dismissed

Warner vs Porter Ex
Sept. 23. 1793

Elisha Warner of Amherst in the County of Hampshire yeoman Pltff Elisha Porter of Hadley in the same County Esq. & Sheriff of said County Deft in a Plea of the Case for that said Warner at a Court begun & held at Northampton on March 5. 1792 recovered Judgment against Samuel Abby of Lanesborough for £6.7.6 Damages & Costs taxed at £ on the 10th day of April then next he should have a Writ of Execution on said Judgment directed to the said Sheriff to be committed to Moses Cook, Bonaventure & Deputy Sheriff to be by him levied & returned as the law directs yet said Sheriff & his Deputy have neglected & refused to do & perform the said Execution & the said Warner has lost the Benefit of said Judgment & has lost the said Debt & Damages — This Case was commenced at the last Term & continued to this Time — and now the Pltff appears by Solr. E. Porter Gent. his Attorney & the Deft by Simeon Strong Esq. his Attorney comes & defends & for Plea says the said Moses Cook is not guilty in Manner & Form as the said Elisha in his Declaration hath alleged & thereof puts himself on the Country — and the said Elisha Warner doth the same —

A Jury at this Time returned & impannelled as the Statute requires being sworn declares upon their Oath that they find the said Moses Cook is not guilty in Manner & Form as set forth in the Declaration —

And thereupon it is considered by the Court that said Porter do recover against said Warner his Costs taxed at £

Leavitt vs Willis
Sept. 61. 1793

Shadrach Leavit of Sheffield in the County of Berkshire State of Connecticut Merchant Pltff vs Thomas Willis of Leyden in the County of Hampshire husbandman Deft in a Plea of the Case for that said Thomas at Sheffield viz at Northampton aforesaid on May 5. 1792 by his Note for Value received promised the Pltff to pay him or Order £20.18.10 Lawful on or before November 1st then next with Interest yet said Thomas the requested hath never paid the same to the Damage of said Shadrach Thirty pounds — This Case was commenced at the last Term of the Court & continued to this Time — and now the Pltff appears & the Deft the three times called to come into Court makes Default of Appearance

Whereupon it is considered by the Court that said Shadrach do recover against the said Thomas Twenty three pounds one Shilling & seven pence £ Damages & Costs of suit taxed at £ 2.9.9 & Execution &c.

Execution Feb 6. 1794

Glover & al vs Sykes
Sept. 9. 1793

John Glover Yeoman & Eleanor Glover Spinster both of Wilbraham in the County of Hampshire Children & Heirs of Samuel Glover late of said Wilbraham deceased Pltffs vs John Sykes of Ludlow in the same County yeoman Deft in a Plea of Entry upon Disseizin & wrongfully detaining said Sykes Fifty Acres of Land lying in Ludlow aforesaid in the Parish & North Division of the reserved Contribution so called bounded in Springfield being part of the 34th Lot in Number bounded West on Jeremiah Gammons Northerly on a Lot said out to Obadiah Cooley Southerly on a Lot laid out to Joseph Leonard & Esq. on another part of said 34th Lot in said Springfield of Benjamin Sykes in width from North to South Eight rods & twelve feet [illegible] said John & Eleanor claim as their Right & Inheritance & wherein said John Sykes doth not enjoy but by Disseizin which he hath & wrongfully & contrary to Judgment committed on said Samuel Glover within fifty years now last past & whereas the said said Samuel within 50 years last in a Space of Time was seized of the same Land in his Demesne as of fee & Right taking the profits thereof to his Value of 20/ per Year & whereas said John Sykes hath not only but by his Disseizin aforesaid committed upon said Samuel in his life time & upon said Samuel on his [illegible] on the first day of [illegible] in the Year of our Lord Seventeen hundred [illegible] aforesaid did seize of a Right to said Land

and from him the said Samuel the same right descended to the Demandants his Children & Heirs [illegible] the Damage of the Demandants Forty pounds — This Case was commenced at the last Term & continued to this Time — and now the Pltffs appear & the Deftt by his Attorney & the Tenant [illegible] Gilbert [illegible] do recover against the said Samuel Possession of the Demanded Premises — Costs of Suit taxed at £2 11 2½ & Execution [illegible] Sept. 28 1793

Cosmo Gordon of Merrimack in the County of Hillsboro in the State of New Hampshire Yeoman Pltff at Law & Noah Abbot of Pelham in the County of Hampshire Yeoman Deft in a Plea in the nature of a Writ of Entry & demand against said Noah Thirty Acres of Land lying on Pelham in the Bounds & Situation & Landings with the Appurtenances described & in Isaac Warren's Land & a Road West on other Land of said Cosmo, on Winchester Road running by said Thirty Acres Back on Common Land & Isaac Warren's Land Northerly Land of Patrick Walton, formerly owned by William Gordon Father of said Cosmo — which said Cosmo claims as his Inheritance & Right & into which said Noah hath not Entry but by Disseizin by Winchester Stickworth unjustly & without Judgment within Twenty years now last past committed & whereupon the said Cosmo says that he himself within Term of Twenty years now last past was seized of the demanded premises with the Appurtenances in his Demesne as of fee & right taking the profits thereof to the Value of Twenty Shillings by the Year & whereinto said Noah hath not Entry but by Disseizin as aforesaid & whereof said Cosmo complains that said Noah unjustly detains & holdeth him out therefrom to the Damage of said Cosmo Fifty pounds This Case was commenced at the last Term & continued to this Time — and now the Pltff appears by George Phillips Esq. his Attorney & the Deft by Samuel Hinckley Esq. his Attorney comes & defends the Force & Injury when &c. & says the said Winchester Stickworth never disseized the said Cosmo in Manner & Form as is set forth in the Pltffs Declaration & thereof puts himself on the Country — and the said Cosmo likewise — A Jury at this Time returned and impannelled & as the Law requires being sworn to try the Issue joined upon their Oath that they find said Winchester Stickworth did disseize the said Cosmo in Manner & Form as is set forth in the Declaration — and thereupon it is considered by the Court that the said Cosmo do recover against the said Noah his Seizin for his Possession of the demanded premises, & Costs of Suit taxed at £7 16 9 11 — Whereupon the said Noah comes into Court in his own Person & appeals from the Judgments of this Court to the Supreme Judicial Court to be holden at Northampton in & for said County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for his prosecuting said Appeal & all Costs &c.

Sept. 28 1793

John Kelly of Worthington in the County of Hampshire Gent. Pltff & Seth Smith late of Worthington a Tavern Trader Deft in a Plea &c. as is set forth in the Declaration on File &c. — Also.

Sept. 70 1793

Benjamin Lathrop of said Worthington Gent. Pltff & Seth Smith aforesaid Trader Deft in a Plea &c. as is set forth in the Declaration on File &c. — Also

Lathrop vs Same Sept. 70 1793

Benjamin Lathrop aforesaid Pltff & Seth Smith aforesaid Deft in a Plea &c. as is set forth in the Declaration on File &c. — Also

Samuel Same Sept. 70 1793

John Nichol of New Haven in the State of Connecticut North Pltff & Jeremiah aforesaid Deft in a Plea &c. as is set forth in the Declaration on File &c. — The four foregoing Cases were commenced at the last Term of this Court & continued to this Time — and now neither of the Parties aforesaid appear in Court & the Cases are dismissed &c.

Nichol vs Same Sept. 73 1792

Clap vs Wright
Sept. Term 1793

Joseph Clap Smt of Easthampton in the County of Hampshire Trader Pltff Edward Wright Smt of Chester in the same County Yeoman Deft in a Plea of the case for that said Edward at said East Hampton on May 29. 1792 by his Note for Value rec'd promised S. Joseph to pay him or Order £31.5.3 Lawf. on Demand with Interest — Also for that said Edward at S. East Hampton on May 28th last was indebted to S. Joseph in the Sum of £77.16.4 Lawf. for balance Book Accounts in Consideration thereof then & there faithfully promised said Joseph to pay him the same Sum & yr Interest till paid — Yet said Edward tho often requested hath not paid either the Sums aforesaid to said Joseph but neglects & refuses to the Damage of S. Joseph One hundred & Thirty five pounds — This case was commenced at the last Term & continued to this Time — And now the Pltff appears & the Deft tho thrice called to come into Court makes Default of Appearance &c. Wherefore it is considered by the Court that said Joseph do recover against the said Edward One hundred & Fifteen pounds Six Shillings & three pence Lawf. Damages & Costs of Suit taxed at £2.12.3 — Upon all which the said Edward by Joseph Lyman Esq. his Attorney comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surety as the Law directs for S. Edward prosecuting his S. Appeal with Effect &c.

Hitchcock vs King
Sept. Term 1793

Samuel Hitchcock of Hawley in the County of Hampshire Yeoman Pltff. Joseph King of Wilbraham in S. County Gent. & Deputy Sheriff under Elisha Porter Esq. Sheriff of S. County Deft in a Plea of the Case for that said Joseph at S. Hawley on February 1st last in Consideration that said Samuel at the special Instance & request of the S. Joseph had then before that Time found & provided for & allowed to two Colts five head of neat Cattle & twenty three Sheep of him the said Joseph Hay Stalking & attendance for the Space of Thirty one weeks S. Joseph promised & to pay him so much Money as he therefor deserved to have when he should be thereto requested & S. Samuel says he deserves to have of S. Joseph Thirty pounds Lawf. and also for that &c. as is at large set forth in the Declaration on file &c.

This Case was commenced at the last Term of this Court and continued to this Time — And now the Pltff appears by Samuel Hinckley Esq. his Attorney and the Deft by William Ely Gent. his Attorney comes & defends &c. when &c. & for Plea says he ought not prosecuted in Manner & Form as the Pltff in his Declaration hath alleged against him & thereof puts himself on the Country for Trial — And the S. Hitchcock consenting there shall be no Review on his part & reserving Liberty to waive this Plea & plead any new Matter says that the Plea aforesaid of the Deft. by him pleaded & the Matters therein contained is not sufficient in Law & therefor he prays Judgment — And the said Joseph consenting to the said Declaration says his Plea aforesaid is sufficient — Whereupon all & singular the Premises being seen & understood it appears that the Plea aforesaid of the Joseph by him pleaded is a full & sufficient Answer to the Declaration of the said Samuel & that the said Samuel by his Plea aforesaid ought to receive Nothing — Therefore it is considered by the Court that the said Samuel by his Plea aforesaid do receive Nothing for his groundless Claim but be in Mercy — And it is further considered that said Joseph do recover against the said Samuel his Costs taxed at £ — Whereupon the said Samuel now comes into Court in his own person & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for said County on the last Tuesday of April next & he recognizes with Surety for his prosecuting the same to Effect &c.

[illegible] vs [illegible]
Sept. Term 1793

[illegible] of [illegible] in the County of Hampshire Yeoman Pltff [illegible] Gunn [illegible] in the same County Gent. Deft in a Plea of Trespass for that said Pltff at Cummington the [illegible] day of April last by his Note [illegible] promised S. [illegible] to pay [illegible] Lawf. [illegible] the said day of June then next — & for that S. Pltff

at Cummington aforesaid on the same third day was indebted to said Solomon in another Sum of 36/ for so much Money then before that time had & received to the Use of said Solomon & then & there faithfully promised & prom[illegible] him the same Sum when he should be thereto requested & said Luther the requested hath not paid either said Sum but hath neglected so to the Damage of said Solomon Eighteen pounds — This Case was commenced at the last Term when the said Parties appeared & agreed to refer this Case to the Judgment & Determination of Thomas Richards Wm White Esq.r & John Bradish &c — and the Case was continued to this time — And now the said Parties appear & the Referees aforesaid now send into Court their award Viz that said Solomon do recover against said Luther £13.16.8 Damages & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that said Solomon do recover against said Luther Thirteen pounds sixteen shillings & eight pence half penny £ & Damages & Costs of Suit taxed at £2.8.5 & stand off &c —

Ephraim Feb.y 8. 1794 —

Douglas Woodbridge of South Hadley in the County of Hampshire Gent. Pltff vs. Elisha Robinson of Granby in the same County yeoman Deft in a Plea of the Case for that said Elisha at South Hadley aforesaid on December 20. 1789 by his Note for Value rec.d promised said Douglas to pay him £5.4.9 & Int. on Demand with Interest of said sum requested has never paid the same but neglected so to the Damage of said Douglas Six pounds — This Case was commenced at the last Term when the Pltff appeared & the Deft the first time called to come into Court made Default of Appearance in Court & the Case was continued to this time — and now the Pltff appears & prays Judgment and it is considered that said Douglas do recover against said Elisha Four pounds Seven shillings & One penny £ & Int. Damages & Costs of Suit taxed at £2.2.3.7 & stand off &c — Ephraim Feb 8 1794 —

Woodbridge v. Robinson Sept. 84 1793

Elijah Paine of Williamsburgh in the County of Hampshire Yeoman Pltff vs. Thomas French of the same Williamsburgh husbandman Deft in a Plea of the Case for that said Thomas at Williamsburgh aforesaid on July 10th 1793 being indebted to the Pltff in the Sum of £12 & Int. for so much Money by said Thomas before that time had & received of the Pltff to the Pltffs use & in Consideration thereof said Thomas promised the Pltff to pay him the same Sum on Demand & said Thomas the requested has never paid the same but neglected so to the Damage of said Elijah £12 — This Case was commenced at the last Term & continued to this time — And now the Pltff appears by Elijah Paine Gent. his Attn. & the Deft by Samuel Hinckley Esq.r his Attn. comes & defends the Force & Injury &c when &c & for Plea says he never promised in Manner & Form as the Pltff in his Declaration has alleged against him & thereof puts himself upon the Country — And the said Elijah reserving Liberty to himself to plead anew at the Supreme Judicial Court saith the Plea above pleaded is bad & insufficient in Law — And the said Thomas consenting to said Reservation saith that his Plea is good &c —

Paine vs French Sept. 89 1793

All which being seen & understood it appears to the Court that the Plea alleged of the said Thomas is a good & sufficient answer to the Declaration of the said Elijah & that the said Elijah by his Plea aforesaid ought to receive Nothing Therefore it is considered by the Court that said Elijah by his Plea aforesaid do receive Nothing both for his ground of Claim be & in Mercy &c And it is further considered that said Thomas do recover against said Elijah his Costs taxed at £5.16.2. Whereupon said Elijah by his Attn. aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for said County on the last Tuesday of April next & he recognizes with Sureties for said Appellant prosecute his said Appeal with Effect &c —

Niles vs Ward
Sept. 13 1783

Samuel Niles late of Conway in the County of Hampshire Yeoman Plff vs. Phineas Ward of Buckland in the same County yeoman Deft in a Plea de as is at large set forth in the Declaration on File &c. This Case was commenced at the last Term & continued to this Time & now neither Party appearing this Case is dismissed.

Minger vs Chubb
Sept. 26. 1783

Samuel Minger late of Goshen Brimfield in the County of Hampshire Carpenter Plff vs. William Chubb of Pelham in the County of Windham & State of Connecticut House Carpenter Deft in a Plea &c. as is at large set forth in the Declaration on File &c. This Case was commenced at the last Term of this Court & continued to this Time & now neither Party appearing this Case is dismissed

Shearer vs Eddy & al
Sept. 27. 1783

Jonathan Shearer of Wilbraham in the County of Hampshire Physician Plff vs. Charles Eddy Husbandman & Selina Eddy Husbandman both of Wilbraham aforesaid Defts in a Plea de as is at large set forth in the Declaration on File &c. This Case was commenced at the last Term of this Court & continued to this Time & now neither Party appearing this Case is dismissed

Phelps & al vs Sackett
Sept. 101 1783

John Phelps of Westfield in the County of Hampshire Esqr Plff vs. Jedediah Sackett of the same Westfield Gentn Deft in a Plea de as is set forth in the Declaration on File &c. This Case was commenced at the last Term and continued to this Time & now neither Party appearing this Case is dismissed

Hayden vs Billings
Sept. 102 1783

Moses Hayden of Conway in the County of Hampshire Physician Plff vs. Ethan Billings of the same Conway yeoman Exr of the last Will & Testament of Elijah Willey late Deft in a Plea de as is set forth at large in the Declaration on File &c. This Case was commenced at the last Term & continued to this Time & now neither Party appearing this Case is dismissed

Worthington & al vs Ward
Sept. 108 1783

John Worthington of Springfield in the County of Hampshire Esqr & Joseph Ward of Shoreham in the same County Husbandman Deft in a Plea of the Case for that the said Plffs at Springfield on February 12. 1780 by their Note for Value received promised said Plffs to pay him or Order £13. 6. 7 Lawful on Demand with Interest Yet the said Joseph the requested has never paid the same but neglects & refuses to pay the same to the Damage of the said Plffs twenty pounds. This Case was commenced at the last Term of this Court & continued to this Time & now the Plffs appear & the Deft the defendant called to come into Court neither Defendant nor Appearance &c. Whereupon it is considered by the Court that the said John do recover against the said Joseph the Sum of Twenty Pounds Damages & costs of suit taxed at £ & Plaintiffs &c.

Pomfrey vs Shaw
Sept. 112 1783

Caleb Pomfrey of Monson in the County of Hampshire Yeoman Plff vs. Isaac Shaw of Palmer in the same County yeoman Deft in a Plea as is set forth at large in the Declaration on File &c. This Case was entered in this Court at the last Term & continued to this Time & now the said Parties appear, having on December 18 1783 entered into the following Rule, to wit to refer this Case with all Demands & Subsistings between them to the determination of William Lincoln Esqr & Henry Dwight Esqr or any two of them to be impanelled, so that the submission be entered in said Court within three months from Term of said Commission & that Judgment shall be made upon the Rule mutually &c. & now at this Time the said Rule is accordingly entered in Court & the parties mutually bound & to bind their Heirs as follows viz that said Isaac &c. pay to said Caleb Eighty pounds ten shillings Damages & Costs of Expence taxed at £ 40. 2. 2 & Costs of Court to be taxed by the Court & which is to be a final End of all Controversies between the Parties from the said Last Jan. is to be calculated 42 paid by Isaac &c. & Judgment is considered by the Court that Caleb do recover against said Isaac Eighty pounds ten shillings Damages & Costs of suit taxed at

Caleb Hilliard woman & Nathan Hilliard yeoman late of Brightfield in the County of Worcester & Enos Hilliard yeoman late of Providence in the State of Rhode Island & Co. Pltffs vs. Israel Wellington Gent. of Westfield in the County of Hampshire & Town of Deptford in the State of Connecticut Defdt in a Plea wherein the demand is as is set forth at large in the Declaration on File &c. This Case was commenced at the last Term of this Court and continued to this Time & now neither the Pltffs being three Women all at home

Hilliard & al vs Wellington

Ind. 113. 1793

And it is considered by the Court that the said Israel do recover against the said Caleb David & Enos his Costs in defending their Suit taxed at £ 13.0 — & Execution &c

James Bull of the City & County of Hartford & State of Connecticut Gent. Pltff vs. Jonathan Martin Bissell late of Monkague in the County of Hampshire Yeoman Defdt in a Plea of Trespass wherein he demands against said Jonathan Possession of a certain Swamp in Sd Monkague north of the Fall River Part so called between the great Falls & the Cotton Place with the Sea & Land adjoining Sd exclusively on the great River above & below Sd Mill for a Mill Yard with the Privilege of laying Logs & Boards thereon & thereon Sd James says that said Jonathan on the 27th day of April 1791 by his Deed of that Date duly executed acknowledged & recorded did give grant bargain sell & convey unto him Sd James his Heirs & Assigns the Sd demanded Premises under certain Conditions Rents expressed by Virtue whereof he Sd James then & there became lawfully seized of Sd demanded premises taking the profits thereof to the Value of Six pounds by the year & ever since has remained in Possession thereof but Sd Jonathan hath since that Time unjustly & contrary to Judgment into the Sd demanded premises entered & with force & arms so to do & hath deprived the said James thereof & unjustly deforceth & keepeth him out of the same to the Damage of Sd James Thirty pounds — This Case was commenced at the last Term of this Court & continued to this Time & now the said James appears in Court & the said Jonathan being three Times called to come into Court makes Default of his appearance Wherefore it is considered by the Court that Sd James do recover against Sd Jonathan Possession of the demanded premises with Sd Jonathan & all in two months & Sd James Eighty two pounds Fourteen shillings & Sixpence L M.C. — and also Costs of Suit taxed at £ 2.10.0 —

Bull vs Bissell

Ind. 115. 1793

Writ of Pltff. of April 13. 1793

Roland Parks of Westfield in the County of Hampshire Gent. Pltff vs. Simeon Stiles Gent. of the same Westfield yeoman Defdt in a Plea &c as is set forth at large in the Declaration on File &c This Case was commenced at the last Term of this Court and continued to this Time & now neither party appearing this Case is dismissed

Parks vs Stiles

Ind. 116 1793

Benjamin Day of Elisha Porter of Hadley in Esq. & Sheriff of the same County Defts in a Plea &c as is set forth at large in the Declaration on File &c This Case was commenced at the last Term & continued to this Time & now neither Party appearing this Case is dismissed

Day vs Porter & al

Ind. 122 1793.

The Inhabitants of the Town of Amherst in the County of Hampshire Pltffs vs. Ebenezer Mattoon Gent. of Amherst aforesaid Esq. Defdt in a Plea of the Case &c as is at large set forth in the Declaration on File &c This Case was commenced at the last Term of this Court & continued to this Time — And now the Pltffs appear by Simeon Strong Esq. Their Atty & the Defdt by Jos. E. Porter Gent. his Atty comes into Court & defends the Force & Injury when &c & says he never promised in Manner & Form as the Pltffs have declared & thereof he puts himself on the Country & the said Inhabitants do likewise — & Jury at this Time returned & impannelled as the Law requires being sworn do lay upon their Oath that they find the Defdt never promised in Manner & Form as the Pltffs have declared & thereupon it is considered by the Court that the said Ebenezer do recover against the said Inhabitants of Amherst his Costs taxed at £ 17.16.8 —

Amherst vs Mattoon & al

Ind. 123 1793

Whereupon the Pltffs by their Agent a Jury appeal from the Judgment

of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next & he recognizes with Surety for Costs, prosecuting the same with effect —

Shurtleff vs Conady
Sept. 12th 1793

Benoni Shurtleff of Pelham in the County of Hampshire Gent. Pltff. Isaac Conady of Orange in the same County yeoman Deft. in a Plea as is set forth in the Declaration on file &c This Case was commenced at the last Term & continued to this Time — And now neither Party appearing the Case is dismissed —

Pratt vs Allen
Sept. 12th 1793

Mathew Pratt of Shutesbury in the County of Hampshire yeoman Pltff. Joseph Allen of Springfield in the same County Gent. Deft. in a Plea of Trespass on the Case as is at large set forth in the Declaration on file &c This Case was commenced at the last Term of this Court & continued to this Time — And now the Pltff appears by Simeon Strong Esq. his Attorney and the Deft by John Hooker Esq. comes & defends &c & for Plea says he never promised in Manner & Form as the Pltff in his Declaration has alleged against him & thereof puts himself on the Country for Trial —

And the said Mathew reserving to Party to waive his Demurrer on Trial of the Issue & prior the Issue tender & says that the Plea of the Deft Joseph is insufficient in Law & therefore prays Judgment — And the Deft Joseph consenting to the above Reservation says that his Plea is sufficient —

All which being seen & understood by the Court it appears to the Court that the Plea of the said Joseph by him pleaded is a full & sufficient Answer to the Declaration of the said Mathew & that the Pltff Mathew by his Plea aforesaid ought to receive Nothing — Therefore it is considered by the Court that the said Mathew by his Plea aforesaid do receive Nothing by his said Writ & his said Claim be barred &c — And it is further considered that said Joseph do recover against the said Mathew his Costs of this suit expended by him — Whereupon the said Mathew by his Attorney aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties for said Mathew, prosecuting his Appeal with effect &c —

Pettis vs Parsons
Sept. 19th 1793

Joseph Pettis of Amherst in the County of Hampshire Gent. Pltff. Simeon Parsons of Goshen in the same County yeoman Deft. in a Plea &c as is set forth at large in the Declaration on file &c — This Case was commenced at the last Term of this Court & continued to this Time — And now neither Party appearing in Court this Case is dismissed —

Murray vs Bottwood
Sept. 13th 1793

John Murray of New York in the County & State of New York merch. Pltff. Samuel Bottwood of Conway in the County of Hampshire Gent. Deft. in a Plea of Ejectment wherein he demands of the said Samuel the Possession of a Tract of Land lying in said Conway, viz. part of Lot Number Seventy Seven & part of Lot Number Seventy six beginning 62 rods running 12 links from the original North East Corner of the aforesaid Lot No. 77 & the same Distance from the S E Corner of the Lot No. 76 thence running N. in the highway to a State & Stone thence W. 30° N. on the Lot No. 76 16 rods & 18 links to the height of the ledge of Rocks thence southerly about 10 rods to the School House Northwest Corner, thence southerly on the highway to the Blacksmith Shop thence round said Shop within one foot thereof to the aforesaid highway thence to the Corner of the House thence E. 72° S. 7 rods & 17 links, thence N. 14° E. 12 rods & 12 links to the first Boundary with the Dwelling Place & Barn & Cellar & Works standing thereon & the Buildings & said that Samuel being lawfully seized & possessed of the premises in his Demesne as of fee by his Deed duly executed at Conway aforesaid on January 24. 1792 & acknowledged & recorded for the Consideration of £520 & 10 bargained sold & conveyed the said premises & the said Lot to him his Heirs & Assigns forever in fee simple & Joan the said Wife of Samuel became instantly seized of the demanded premises in his Demesne as of fee taking the same subject to the Dower of the Wife & thereof to have issue in the Possession thereof but the said Samuel Bottwood & the entered into possession of the premises & remaining without any right so to do hath deforced the Pltff thereof & still unjustly deforces

This Case was commenced at the last Term of this Court & continued to this time and now the Pltff appears & the Deft the Five times called to come into Court makes Default of Appearance Whereupon it is considered by the Court that said John do recover against said Samuel Judgment for his Possession of the demanded Premises in Fee simple & Damages & Costs in Ejectment by said John Three hundred Sixty Two pounds five shillings & six pence — £ 362 5 6 which is considered that said John do recover against said Samuel the Costs of Suit taxed at £ 2 1 7

Which Judgment May 29 1794

John Murray of the City & County & State of New York merch. & William Lewis son of London in the Kingdom of Great Britain merch. & Partners & Executors of William Lewis late in the County of Hampshire Gent. Deft in a Plea of Trespass on the Case for the said Sarah & each praying the Pltff's Sundry Notes of Hand according to his Promise & their Business £450 as is more largely set forth in the Declaration on File &c. This Suit commenced at the last Term of this Court & continued to this time. And now the Pltff appears & the Deft the Five times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that Pltff John and Philip do recover against Sarah Four hundred & one pounds eighteen shillings & six pence L.M. Damages & Costs of Suit taxed at £4 6 7 after which the Pltff aforesaid appear in Court by Caleb Strong Esq. their Attorney & acknowledge Satisfaction of the Judgment aforesaid

Murray et al v. Dwight & al. Sept. 135. 1793

Moses Gill of Princeton in the County of Worcester Esq. Adm. on the Estate of Deborah Prince late of Boston in the County of Suffolk Widow dec. Pltff v. Mary Dwight of Northampton in the County of Hampshire Widow and Timothy Dwight of Greenfield in the County of Fairfield & State of Connecticut Clerk Executors of the last Will & of Timothy Dwight late of Northampton dec. Deft in a Plea &c as is set forth in the Declaration on File &c. This Case was commenced at the last Term & continued to this Time and now neither Party appearing the Case is dismissed

Gill & Adm. v. Dwight & al. Sept. 140 1793

Thankfull Field of Deerfield in the County of Hampshire Widow Pltff v. Ebenezer Wells of the same Deerfield Yeoman Deft in a Plea of Dower as is set forth in the Declaration on file &c. This Case was commenced at the last Term of this Court & continued to this Time and now the Pltff appears & the Deft having deceased since the last Term this Action is abated thereby

Field v. Wells Sept. 144 1793

Thankful Field of Deerfield in the County of Hampshire Widow Pltff v. Joel Parsons of Conway in the same County Yeoman Deft in a Plea of Dower for that David Field late of said Deerfield Esq. dec. Husband of said Thankful during the Coverture was seized in his Demesne as of Fee of the Messuage & Tract of Land lying in Conway aforesaid being Lot No. 59 containing 202 Acres with the House Barn & other Buildings thereon with the Appurtenances while she & for more than one year last past have been in the possession of said Joel and whereby by Law the said Thankful is Dowable & whereof the said Thankful complains that said Joel unjustly deforceth her & holds her out thereof to the Damage of said Thankful Ten pounds — This Case was commenced at the last Term & continued to this Time — And now the Pltff appears & the Deft the Five times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the said Thankful do recover against the said Joel Seizin of one third part of the Messuage & Tract of Land aforesaid with the Buildings thereon & Appurtenances to hold the same by Metes & Bounds — and also recover against said Joel the Costs of Court taxed at £2 1 3 — & thereof he

Field v. Parsons Sept. 145. 1793

Samuel Webster of Blanford in the County of Hampshire Gent. Pltff in Abeir Case of Webster in the same County Yeoman Deft in a Plea of the Case for for that said Abeir at said Blanford on Aug. 15 1793 was justly indebted to said Samuel for divers Goods &c before that time sold & delivered at his request in Consideration whereof said Abeir promised said Samuel to pay him so much Money on Demand as said Goods &c were worth & said Samuel says

Webster v. Abeir Sept. 148 1793

the same Goods &c were reasonably worth £9 8s 8d in Specie the Defendant has not paid the same but neglects & refuses to the Damage of said Pupil twelve pounds — This Case was commenced at the last Term of this Court when the Plff appeared and the Deft the three Times called to come into Court made Default of his appearance here and the Case was then continued for Judgement to this Time and now the Plff appears & moves for Judgement & and it is considered by the Court that the Pupil do recover against the said Abner Nine pounds eight Shillings & eight pence half penny & all Damages & Costs of Suit taxed at £2 2s 2d & Execution &c

Execution Feb. 16. 1794

Execution
Green
Sept. 1751 1793

William Speer of Chester in the County of Hampshire Gent. Plff sett in Ami Green of Washington in the County of Berkshire Widow man & Spelle &c as is at large set forth in the Declaration on File This Case was entered at the last Term of this Court & continued to this Time and now neither Party appearing this Case is dismissed

Parker vs
Billings
Sept. 153 1793

Abel Parker of Hawley in the County of Hampshire Yeoman Plff vs. Aaron Billings of Conway in the same County Trader Deft in a Plea of the Case for that said Aaron at Hawley aforesaid on August 19. 1793 was justly indebted to said Abel in the Sum of £15 & all for so much Money of his the said Abel & to his use by said Aaron had received & received in Consideration thereof promised said Abel upon him the same on Demand of said the said Aaron the requested has never paid the same but neglects & refuses to the Damage of said Abel £16 — This Case was commenced at the last Term of this Court and continued to this Time and now the Plff appears by Samuel Strong Esq. his Attorney and the Deft by Simeon Strong Junr Gent. his Attorney comes & defends the Force & Injury &c & for Plea says he did not promise in Manner & Form as the Plff in his Declaration hath alleged & thereof puts himself upon the Country — and the Plff likewise — Every of this Time returned & impannelled as the Law requires being sworn to try this Issue declare upon their Oath that they find the Deft promised in Manner & Form as set forth in the Declaration & assess Damages at £14. 11. 6 — And it is considered by the Court that said Abel do recover against said Aaron Fourteen pounds eleven Shillings & six pence & all Damages & Costs of Suit taxed at £5 2s 2d — Whereupon said Aaron by his Attorney aforesaid appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with sureties for said Aaron prosecuting his said Appeal with Effect &c

Clark vs
Dickinson
Sept. 154 1793

Hezekiah Clark of Granville in the County of Hampshire Yeoman Plff vs Founder Dickinson of the same Granville Laborer Deft in a Plea of the Trespass for that said Founder at said Granville on July 24th last with force & Arms then & there took, led carried away & converted to his own use one single bay Horse four years old past then & there being the Property of the Plff of the Value of Thirty pounds & other Wrongs to the said Plff then & there did against the Law & to the Damage of said Plff as he says Ten pounds & Trespass Case was commenced at the last Term of this Court & continued to this Time and now the Plff appears & discontinues against the Deft & prays leave to pay Costs &c — And it is considered by the Court that said Founder do recover against said Hezekiah his Costs taxed at £1 13s 3d & Execution

Execution Feb. 16 1794

Wallcut &al
vs
Smith &al
Sept. 155 1793

Richard Wallcut & Walter Power both of New York merchants & Benjamin late of Washington in the County of Hampshire in Merch. an absconding Debtor & Jonathan Perkins of Plainfield in the same County Esq. trustee to said Deft in a Plea &c as is set forth at large in the Declaration on File This Case was commenced at the last Term of this Court & continued to this Time & and now at this Time neither Party appearing this Case is dismissed

Jacob Foy of Plainfield in the County of Hampshire yeoman Plaintiff in a
Nash of the same Plainfield yeoman Defendant in a Plea of the Case for that
said Nash at Plainfield aforesaid on February 8th 1791 by his Note for Ca. Foy or Nash
he said promised the Pltf to pay him or Order six pounds L. M. in neat Sept. 1792 £6.13
Cattle to be valued equal to pork barrels of Beef to be paid on or before the 10th
of May then next with Interest till paid. The said Nash the requested
her under paid the same but neglects & refuses Damage of the Pltf £10
This Case was commenced at the last Term of this Court and continued to this
Time. And now the Pltf appears & the Defdt the Time called to
some note Court matters & Plaintiff's Appearance here. Whereupon it is
considered by the Court that the said Defdt do recover against the said Nash
seven pounds one shilling & six pence of lawful Money Damages & Costs
of Suit taxed at £3.5.9 — Whereupon the said Nash by Ca. Wood
bridge Gent. his Attorney appeals from the Judgment of this Court to the
Supreme Judicial Court to be holden at Northampton in & for the County
of Hampshire on the last Tuesday of April next & he recognizes with
Sureties as the Law directs for said Nash's prosecuting his said Appeal with
Effect &

Jonathan Elliot Junr of Granville in the County of Hampshire yeoman Plaintiff Jonathan Elliot
Richard Dickinson Junr of the same Granville yeoman Defdt in a Plea of the Case Richard Dickinson
for that whereas the Pltf of Granville aforesaid on July 12. 1792 was Sept. 1793 £6.3.
possessed of two Notes of Hand or other Goods & Chattels to wit one of
which Notes dated April 3. 1789 one Abel Elliot promised Nathaniel
Bates to pay him on Demand £8 - Lawful on Demand with Interest
the whole Contents whereof being then & there due & owing to the Pltf
the other of said Notes dated in May 1792 given by one Richard Dickinson
Junr to the said Nathl Bates on which there was due & unpaid the Sum of Six pounds L. M. to the Pltf which Note the said
Jonathan then afterwards on the same Day & year carefully took out of his
Possession & the same Notes then afterwards on the same Day came into the
hands & possession of the said Richard Junr by finding & getting said
Richard & Defdt knowing the same Notes to be the proper Goods & Chat
tels of the Pltf & fraudulently intending to deceive & defraud the Pltf in this behalf hath not delivered the same Notes or either of them
to the Pltf the other thereto requested, but hath converted & disposed
of the same Notes to his own Use to the Damage of the said Jonathan
Nineteen pounds — This Case was commenced at the last Term
and continued to this Time — And now the Pltf appears by George
Bliss Esqr his Attorney & the Defdt by Joseph Lyman Esqr his Attorney comes &
defends the Force & Injury when &c and for Plea says he is not
guilty in Manner & Form as the Pltf in his Declaration against
him hath alledged & thereof puts himself on the Country

And the said Jonathan says that the Plea aforesaid of the said Richard
& the Matters therein contained are insufficient in Law to which
he is not holden to answer &c whereupon he prays Judgment
&c & for his Costs all which he is ready to verify &c reserving
Liberty to waive this Demurrer on the Trial of the Appeal & after
the Appeal entered — And the said Richard says the Plea aforesaid
of the said Richard & the Matters therein contained are sufficient
&c consenting to said Reservation — All which being seen
& understood it appears to the Court that the Plea aforesaid of the
said Richard is a full & sufficient Answer to the Declaration of
of the said Jonathan and that he the said Jonathan by his Plea aforesaid
ought to recover Nothing — Therefore it is considered by the Court
that the said Jonathan do recover Nothing but that for his groundless
Claim he be in Mercy &c and it is further considered that
Richard do recover against said Jonathan his Costs taxed at £2.19.0
Whereupon said Jonathan by his Attorney aforesaid appeals from the Judg
ment of this Court to the Supreme Judicial Court to be holden
at Northampton in & for said County of Hampshire on the last Tues
day of April next & he recognizes with Sureties for said Jonathan's
prosecuting his said Appeal with Effect

Entries at January Term 1794

Porter Ex'ptx vs Atherton Appd. Jan 1. 1794

~~Eunice Porter Exx of Stockbridge~~ in the County of Hampshire Sheriff Exptx vs Jonathan Atherton of Greenfield in the same County yeoman appellee from the judgment of David Mead Esq. Justice Peace in which Case the said Atherton was Plff & the said Porter Deft in a Plea of Trespass on the Case as is at large set forth in the Declaration on file &c. The said Parties severally appear and the Deft pleads & says the Declaration of the Plff & the Matters in the same are insufficient in Law for him the s.d Atherton to maintain his Action against him & prays Judgment for his Cost &c. And it is considered by the Court that the Plff's Declaration is insufficient & the Appellant is not holden to answer thereto & that therefore that the Appellant do recover against the s.d Appellee his Cost taxed at £1..18..0 & thereof &c.

Freeman vs Henry Jan 6. 1794

Silas Freeman of Chester in the County of Hampshire Yeom.n Admr on the Estate of Edmond Freeman late of s.d Chester dec.d Plff vs Joseph Henry of the same Chester Yeom.n Deft in a Plea of the Case for that s.d Joseph at Chester aforesaid on September 14. 1791 by his Note for Value rec.d promised s.d Edmond then living to pay him £4..10..0 L.M.o in Grain or one half from the Date yet said Joseph tho requested has never performed his said promise but refuses to do it to the Damage of s.d Silas in his said Capacity Ten pounds. The Plff appears & the Deft tho thrice Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Silas do recover against s.d Joseph Five pounds & ten pence L.M.o Damages & Costs of Suit taxed at £2..2..3 & thereof &c.

Execution Feb. 17th 1794

Lee vs Bolton Jan 7. 1794

Milo Lee of Salisbury in the County of Litchfield State of Connecticut Esq.r Plff vs Jonathan Bolton of Chester in the County of Hampshire Yeom.n Deft in a Plea of the Case for that said Jonathan at Chester aforesaid on August 16th last by his Note for Value rec.d promised one Daniel Twadle to pay him or Order Thirteen pounds L.M.o on or before December p.xt then next & afterwards on the same Day s.d Daniel by his Indorsement on the same Note assigned the same to the Plff & thereby ordered the Contents to be paid to the Plff whereof s.d Jonathan then & there had Notice by means whereof he became liable & promised the Plff to pay him the same accordingly yet said Jonathan tho requested has never paid the same but neglects & refuses to the Damage of s.d Milo Twenty pounds. The Plff appears & the Deft tho thrice Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Milo do recover against the said Jonathan Thirteen pounds two Shillings & eight pence of lawful Money Damages & Costs of Suit taxed at £1..17..8 & thereof &c.

Execution Feb.y 17th 1794

Moore vs Moore Jan 8 1794

Daniel Moore of Worthington in the County of Hampshire yeom.n Plff vs James Moore of Chester in the same County Yeom.n Deft in a Plea of the Case for that said James at Chester on May 16th last by his Note for Value rec.d promised the Plff to pay him £23 L.M.o by October 20th then next with Interest yet said James tho requested has never performed his said promise but refuses to do it to the Damage of s.d Daniel Twenty pounds. The Plff appears & the Deft tho thrice Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that s.d Daniel do recover against the s.d James Twenty three pounds seventeen Shillings & two pence L.M.o Damages & Costs of Suit taxed at £[illegible] & thereof [illegible] [illegible] Court & appeals from the Judgment [illegible] the Name of the Commonwealth Court [illegible] Hampshire [illegible] said County [illegible] according to Law for s.d James' prosecuting [illegible] said Appeal with Speed &c.

Jonathan Woodbridge of Worthington in the County of Hampshire Gent. Plff. v. Jacob White late of Hadley in the same County Yeoman Deft. in a Plea of the Case for that s.d Jacob at Hadley aforesaid on May 5th last year his Note for Value rec.d promised one William Edwards to pay him or Order £13.7.3 by January 1st then next with Interest & delivered on the same Day the s.d William by his Indorsement on the same Note for Value rec.d ordered the Contents of the same Note to be paid to the Plff. by means whereof the s.d Jacob is liable & promised s.d Jonathan to pay him the Contents of the said Note according to the tenor thereof yet s.d Jacob tho requested has never paid the same but refuses to do it to the Damage of said Jacob twenty pounds — The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered that said Jonathan recover against s.d Jacob Thirteen pounds nine Shillings & one penny L.M. Damages & Costs of suit taxed at £ 2.1.5 — After all which the said Jacob by Simeon Strong Esq. his Att. comes into Court & appeals from the Judgment of this Court to the Supreme Judicial to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Sureties as the Law directs for said Jacob's prosecuting this said Appeal with Effect &c —

Woodbridge v. White Jan. 14 1794

John Rhoades of Middlefield in the County of Hampshire Yeoman Plff. v. Jeremiah Rider of the same Middlefield Yeoman Deft. in a Plea of the Case for that s.d Jeremiah at Springfield aforesaid on July 2d last by his Note for Value rec.d promised the Plff. to pay him or Order £14 L.M. on Demand with Interest yet s.d Jeremiah tho requested has never performed his s.d Promise but refuses to do it to the Damage of said John twenty pounds The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s.d John do recover against the s.d Jeremiah
L.M. Damages & Costs of suit taxed at £1.15.1 & thereof &c —

Rhoades v. Rider Jan. 15. 1794

Ezra Phillips of Chesterfield in the County of Hampshire Yeoman Plff. v. Southworth Cole Gent.m George Bryant Gent.m & Eli Bryant Yeoman all of Chesterfield aforesaid Executors of the last Will &c of Benjamin Bryant late of Chesterfield aforesaid Yeoman dec.d Defts in a Plea of the Case for that said Benjamin at Chesterfield aforesaid on June 1st 1786 then in full Life in Consideration that the Plff had then before that time sold & delivered to him at his Request divers Goods &c & spended on him such & promised the Plff to pay him therefor on Demand so much Money as the same Goods &c were reasonably worth and the Plff says they were worth Forty pounds L.M. yet s.d Benjamin tho requested in his Life Time never paid the same nor have s.d Executors since the Decease of s.d Benjamin ever paid the same but neglect & refuse to the Damage of said Ezra twenty pounds — The Plff appears and the said Defts tho three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Ezra do recover against the said Executors Twenty pounds of lawful Money Damages & Costs of suit taxed at £ [illegible] & thereof &c —

Phillips v. Bryant & ors. Jan. 16. 1794

Benjamin Bonney Esq.r Ezra Phillips Yeoman Nathan Lane Yeoman all of Chesterfield in the County of Hampshire Plffs v. Southworth Cole Yeoman George Bryant Gent.m & Eli Bryant Gent.m all of the same Chesterfield Executors of the last Will &c of Benjamin Bryant late of the same Chesterfield deceased Defts in a Plea of the Case for that s.d Benjamin at Chesterfield aforesaid on January 1. 1779 then in full Life was justly indebted to the Plffs & Robert Wells & Benjamin Mills since deceased in the Sum of Twenty pounds for divers Goods &c to s.d Benjamin sold & delivered, & being so indebted the s.d Benjamin then & there promised the Plffs & Wells & Mills to pay them the same Sum on Demand with Interest. Yet said Benjamin Bryant in his Life Time or the Executors aforesaid since his Decease tho requested have never paid the same

Bonney & ors. v. Cole Jan. 14. 1794

but neglect it to the Damage of the Plffs twenty pounds – The Plffs appear & the Defts tho thrice called to come into Court make Default of appearance now Wherefore it is considered by the Court that the said Plffs do recover against the said Defts in their sd Capacity Twenty pounds L My Damages & Costs of Suit taxed at £1.16.1 & thereof &c

Silliman et al
vs
Warner et al
Jan 13. 1794

William Silliman & Samuel Huntington 2d both of East Haddam in the County of Middlesex & State of Connecticut Merchants Plffs vs James Warner of Wilbraham in sd County of Hampshire Gentn & Zebulon Chapin of the same Wilbraham Yeoman Defts in a Plea of the Case for that sd James & Zebulon at sd Wilbraham on September 24th 1793 by their Note for Value received promised the Plffs to pay them £189 L My on Demand with Interest – Yet said Defts tho requested have never paid the same but neglect it to the Plffs Damage three hundred pounds – The Plffs appear by William Ely Gentn their Atty & the Defts by John Hooker Esqr their Atty come & defend the force &c (reserving Liberty of pleading anew on the Appeal) say they are not guilty as set forth in the Plffs Declaration & thereof &c – And the Plffs consenting to the Reservation aforesaid says that the Plea aforesaid of the sd Warner & Chapin & the Matters therein contained is insufficient in Law & this he is ready to verify wherefore for Want of a sufficient Plea &c he prays Judgment –

All which being seen & understood it appears to the Court that the Plea aforesaid of the said James & Zebulon is an Insufficient Answer to the Declaration of the sd William & Samuel & ought not to preclude them from having & maintaining their sd Action Therefore it is considered that the Plffs do recover against the said Defts One hundred ninety three pounds ten shillings & 11d L My Damages & Costs of Suit taxed at £1.19.7 Whereupon the said Defts by their Atty aforesaid appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next and he recognizes with Sureties as the Law directs for their prosecuting sd Appeal with Effect &c

Utley Appt
vs
Dickinson
Jan 22d 1794

James Utley of Wilbraham in the County of Hampshire Husbandman Appt vs Noah Dickinson of Somers in the County of Tolland & State of Connecticut Gentn Appe as is at large set forth in the Copies on File – The said Parties being thrice called to come into Court neither Party appearing the Case is dismissed

Fowler
vs
Moor
Jan 25 1794

Silas Fowler of Southwick in the County of Hampshire Gentn Plff vs Joseph Moor of the same Southwick Gentn Deft in a Plea [illegible] against sd Joseph Possession of 37¼ acres Land lying in Southwick aforesd bounded at an Apple Tree [illegible] about 14 rods N° of [illegible] House 2 rods South of an Apple Tree & plumb Tree standing together thence [illegible] 15° S° to [illegible] road so called thence W 15° N° [illegible] Apple Tree [illegible] to Land lately belonging to Silas [illegible] thence N° 21° E [illegible] to land of Mr [illegible] Mitchell then E 15° S° 36 rods then S° 15° West 34 rods then E 15° S° 98 rods then S° 19 rods to [illegible] road then [illegible] Road to the first mentioned [illegible] whereas sd Silas says that at a Court of Common Pleas holden at Northampton aforesaid the [illegible] Tuesday of August 1789 he recovered Judgment against sd Joseph for £73 13.8 [illegible] Damages & [illegible] Costs [illegible] & on Sept 3 [illegible] he sued out a Writ of Execution on the same Judgment & sd Joseph not having satisfied the same [illegible] sd Silas not finding personal [illegible] his acceptance [illegible] thinking proper to levy the same [illegible] of sd Joseph on Dec 2d 1793 caused the same [illegible] then did levy the same Execution on the demanded premises & deliver Seisin & Possession thereof to sd Silas [illegible] by means whereof he became seized thereof in his demesne [illegible] the profits [illegible] ought to have remained in [illegible] Judgment [illegible] the Plff to his Damage seventy pounds

The Pltff appears by John Hooker Esqr his Attr & the Defdt by [illegible] his Attr comes & defends the Wrong & Injury when &c & saith he did not promise the Pltff in Manner & Form as he in Declaration hath alledged & thereof puts himself on the Country — And the said Silas reserving to himself Liberty to reply anew on Trial of the Appeal saith the Plea pleaded by sd Joseph above pleaded & the Matters in the same contained is an insufficient answer to his Declaration & that he is not bound by the Law of the Land to reply thereto wherefore &c — And the Defdt consenting to sd reservation says his Plea is sufficient — — All which being seen by the Court it appears to the Court that the Plea aforesaid of the sd Joseph is a full and sufficient answer to the Declaration of the sd Silas & that he the said Silas by his Plea aforesaid ought to receive Nothing — Therefore it is considered by the Court that the said Silas by his Plea aforesaid do receive Nothing but for his groundless Claim he be in Mercy &c & that sd Joseph do recover against the sd Silas his Costs taxed at £

Whereupon sd Silas by his Attry aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesd on the last Tuesday of April next & he recognizes with Sureties as the Law directs for sd Silas's prosecuting his sd Appeal with Effect &c — —

Woodbridge vs Eliot Jan 27. 1794

Silvester Woodbridge of Southampton in the County of Hampshire Physician Pltff vs. Francis Elliot of Southampton in sd County yeoman Defdt in a Plea of the Case for that sd Francis at sd Southampton on Jany 25. last by his Note for Value recd promised sd Silvester to pay him £8. 2. 2¼ L.My on Demand with Interest Yet tho requested sd Francis has never paid the same but neglects it to the Damage of sd Silvester Sixteen pounds — The Pltff appears & the Defdt tho thrice called to come into Court makes Default of Appearance in Court — Wherefore it is considered by the Court that sd Silvester do recover against said Francis Eight pounds eleven shillings & 11d L.My Damages & Costs of Suit taxed at £1. 17. 3 & thereof &c Execon issd Feb. 5. 1794

Lamb vs Fuller &c Jan 28. 1794

Daniel Lamb Junr of Sunderland in the County of Hampshire yeoman Pltff vs John Fuller of Montague & James Tuttle of sd Montague in the County aforesaid Yeomen Defdts in a Plea of the Case for that sd John & James at sd Northhadley on January 4th last by their Note for Value recd promised sd Daniel to pay £16. 5. 2 L.My by July 1. then next with Interest after till paid Yet tho requested sd John & James have never paid the same but neglect it to the Damage of sd Daniel £25 — The Pltff appears & the Defdts tho thrice called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Daniel do recover against the sd John & James Sixteen pounds Sixteen shillings & Sixpence L.My Damages & Costs of Suit taxed at £2. 9. 1 — Whereupon the Defdts aforesaid by George Bliss Esqr their Attry come into Court & appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for sd County on the last Tuesday of April next & he recognizes with Sureties as the Law directs for their prosecuting their said Appeal with Effect &c

Bull vs Leonard Jan 30. 1794

Frederick Bull of Hartford in the County of Hartford & State of Connecticut Innkeeper Pltff vs. David Leonard of West Springfield in the ~~same~~ County of Hampshire in a Plea of the Case for that sd David at sd Hartford viz at Springfield on May 17. 1791 by his Note for Value recd promised sd Frederick to deliver him or Order on or before December 1st 1792 five mules begotten by the Jack called Fair fame free from Blemish valued at £36 with Interest after due Yet the said David never delivered the same or in any Way performed his sd Promise but neglects it to the Damage of said Frederick £26 — — The Pltff appears & the Defdt tho thrice called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Frederick do recover against sd David Fifteen pounds eight shillings & Fourpence L.My Damages & Costs of Suit taxed at £2. 4. 7 & thereof &c Execon issd Feb. 5. 1794.

Billings
vs
Russel
Jan 31. 1794

Thomas Billings of Greenfield in the County of Hampshire Ma for Plff vs Jonathan Russel of Sunderland in the same County Gent. Deft in a Plea of the Case for that Sd Jonathan at Greenfield aforesaid on August 17. 1783 by his Note for Value rec'd promised the Plff to pay him twelve pounds L Mo on Demand yet he has never paid the same tho requested but neglects it to the Damage of Sd Thomas Nineteen pound nineteen shillings — The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the said Thomas do recover against the said Jonathan twelve pounds L Mo Damages & Costs of Suit taxed at L 1-6-8 & therefor &c

Execution Feb. 8. 1794

Watrous Ex
vs
Jones
Jan 32 1794

John Watrous of Colchester in the County of New London & State of Connecticut Exr. Plff vs Ezekiel Jones of Deerfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Ezekiel at Greenfield on September 2d 1789 by his Note for Value rec'd promised the Plff to pay him L4-16-0 L Mo on Demand with Interest yet he has never paid the same tho requested but neglects it to the Damage of said John Ten pounds — The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the Sd John do recover against the said Ezekiel Jones Six pounds one shilling & seven pence L Mo Damages & Costs of Suit taxed at L 2-0-1 & therefor &c

Execution Feb. 8. 1794

Juliard
vs
Newell
Jan 38 1794

Joseph Juliard of Leyden in the County of Hampshire Gent. Plff vs Solomon Newell of Colrain in the same County Yeoman Deft in a Plea of the Case for that Sd Solomon at Sd Colrain on Sept. 12. 1792 by his Note for Value rec'd promised Sd Joseph to pay him or Order L28-4-0 L Mo in neat Stock or Grain at Cash price on Oct. 18 1792 with lawful Interest from Oct 18. 1790 yet Sd Solomon has never paid the same but neglects it to the Damage of Sd Joseph L12 — The Plff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the Sd Joseph do recover against the Sd Solomon ~~Ten pounds~~ Seven pounds twelve shillings & five pence ~~nine shillings & five pence~~ L Mo Damages & Costs of Suit taxed at L 2-9-6 & therefor &c

Execution Feb. 8. 1794

Strong Ex
vs
Lyman Adm
Jan 43. 1794

Simeon Strong of Amherst in the County of Hampshire Esq. Exr. Plff vs Timothy Lyman of Hadley in the same County Gent. Executor of the last Will & Test of Phineas Lyman late of Sd Hadley deceased Deft in a Plea of the Case for that Sd Phineas at Sd Amherst on Dec. 26. 1788 then alive by his Note for Value rec'd promised said Simeon to pay him or Order L24-17-1½ L Mo on Demand with Interest yet Sd Phineas in his Life Time or said Timothy since the Decease of Sd Phineas the requested ever paid the same but neglects it to the Damage of Sd Simeon Thirty nine pounds nine shillings & two pence L Mo Damages & Costs of Suit taxed at L 1-8-0 & therefor &c

Execution Feb. 8 1794.

Ely Ex
vs
Hadley
Jan 43 1794

Elisha Ely of Hadley in the County of Hampshire Gent. Exr. Plff vs Timothy Lyman of the same Hadley Gent. Executor of the last Will of Phineas Lyman late of Sd Hadley deceased Deft in a Plea of the Case for that said Phineas at Sd Hadley on July 24 1780 then alive by his Note for Value rec'd promised Sd Elisha to pay him Thirty [illegible] on Demand with Interest Sd Elisha for that Sd Phineas at Sd Hadley on [illegible] then alive was justly indebted to said Elisha in [illegible] L Mo for [illegible] money by the said Phineas received by Sd Phineas for Sd Elisha & to his use & being so indebted promised Sd Elisha to pay him on Demand [illegible]

said Phineas in his life Time or said Timothy since the Decease of said Phineas the requested have never paid the same but neglect it to the Damage of sd Plaintiff £19 — The Plff appeared & the Deft tho three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that the sd Plaintiff do recover against sd Timothy in sd Capacity Eleven pounds Fifteen Shillings & nine pence £ Mo Damages & Costs of Suit taxed at £1.7.11 & Execution &c.

Execution Feb 8. 1794

Eleazer Porter of Hadley in the County of Hampshire Esqr Plff vs. Daniel Carr Gracer of Pelham in the same County Gentn Deft in a Plea of the Case for that said Daniel at sd Hadley on May 13th last by his Note for Value rec'd promised said Eleazer to pay him or Order £7.6.0 Lawful on Demand with Interest till paid Yet sd Daniel tho requested has never paid the same but refuses so to do to the Damage of sd Eleazer Thirteen pounds — The Plff appeared & the Deft tho three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that said Eleazer do recover against the said Daniel Seven pounds twelve Shillings & four pence Lawful Damages & Costs of Suit taxed at £1.9.7 & Execution &c.

Porter vs Gray Jan 50. 1794

Execution Feb. 8. 1794

Daniel Clapp Gentn & Willis Taylor Gentn both of Montague in the County of Hampshire Plff vs. Moses Bisbee of Hadley in the same County Yeoman Deft in a Plea of the Case for that said Moses at sd Montague on September 2. last by his Bill of Exchange or Order in Writing to Eliab Smith & Windsor Smith requiring them to pay said Daniel & Willis £12 Lawful on Demand for Value rec'd & said Daniel & Willis say that on October 19th then next they presented said Bill or Order to sd Eliab & Windsor & requested them to accept the same which they refused to do & then of sd Moses then & there had Notice, & became chargeable in Law to pay sd Daniel & Willis the Same & in Consideration thereof the sd Moses promised the Plffs to pay them on Demand but he has never paid it to the Plffs Damage nineteen pounds — The Plffs appeared & the Deft tho three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that said Daniel & Willis do recover against the sd Moses Twelve pounds six Shillings Lawful Damages & Costs of Suit taxed at £2.14.3 & Execution &c.

Clapp & al vs Bisbee Jan 51. 1794

Execution Feb. 8. 1794

Joseph Dudley Selden & Roger Selden both of Lansingburgh in the County of Albany & State of New York Merchts Ptfs vs. Ebenezer Marsh Yeoman & Timothy Marsh Gentn both of Hadley in the County of Hampshire Defts in a Plea of the Case for that sd Timothy & Ebenezer at sd Hadley on August 31. last by their Note for Value rec'd promised the Plffs to pay them £6.9.3 Lawful by December next then next with Interest — Yet sd Defts tho requested have never paid the Same but neglect it to the Damage of said Joseph & Roger Nine pounds — The Plffs appeared & the Defts tho three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that sd Joseph & Roger do recover against the said Ebenezer & Timothy Six pounds twelve Shillings & Seven pence Lawful Damages & Costs of Suit taxed at £2.2.11.3 & Execution &c.

Selden & al vs Marsh & al Jan 52. 1794

Execution Feb. 8. 1794

Elisha Cook Junr of Hadley in the County of Hampshire Innholder Plff vs. Timothy Lyman of the same Hadley Gentn Deft in a Plea of the Case for that sd Timothy at sd Hadley on November 23d 1792 by his Note for Value rec'd promised said Elisha to pay him or his Order £5.9.10 Lawful on Demand with Interest Yet sd Timothy tho requested has never paid the Same but neglects it to the Damage of sd Elisha £9 The Plff appeared & the Deft tho three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that sd Elisha do recover against the said Timothy Five pounds Seventeen Shillings & Six pence Lawful Damages & Costs of Suit taxed at £1.15.5 & Execution

Cook vs Lyman Jan 53 1794

Hodge
vs
Worth
Jan 54. 1794

John Hodge of Hadley in the County of Hampshire Goldsmith Pltff vs. Whitfield Worth of Ware in the same County yeoman Deft in a Plea of the Case for that said Whitfield at Ware on May 15. 1786 by his Note for Value rec'd promised Pltff to pay him or Order Sixteen pounds Fifteen shillings L.M. in State Securities at Cash price on or before July 31. then next with Interest yet said Whitfield tho requested has never paid the same but refuses to do it to the Damage of Pltff twenty nine pounds — The Pltff appears & the Deft tho three times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the Pltff do recover against the said Whitfield Twenty five pounds nine shillings Damages & Costs of Suit taxed at £1. 7.11 & thereof &c

Porter
vs
Blanchard
Jan 55 1794

Jonathan E. Porter of Hadley in the County of Hampshire Gent. Executor of the last Will &c of Giles Crouch Kellogg late of Pltff Hadley dec'd Pltff vs. George Blanchard of Belchertown in the same County yeoman Deft in a Plea of the Case for that Pltff George at Hadley on January 25. 1785 by his Note for Value rec'd promised Giles then in full Life to pay him £2.18.1 L.M. on Demand with Use — Yet said George tho requested has never paid the same to said Giles in his Life Time or Pltff Jonathan since the Decease of said Giles but neglects it to the Damage of said Jonathan in said Capacity £8 — The Pltff appears & the Deft tho three times called makes Default of appearance here Wherefore it is considered by the Court that Pltff Jonathan in his said Capacity do recover against said George £4.9.7 L.M. Damages & Costs of Suit taxed at £1.14.7 & thereof &c Execution Feb. 8 1794.

Clark vs
Lyon
Jan 57. 1794

Pedidiah Clark of Sunderland in the County of Hampshire yeoman Pltff vs. Isa Lyon late of Sunderland aforesaid Clerk Deft in a Plea of the Case for that said Isa on January 1st last was justly indebted to said Pedidiah in the sum of Fifteen pounds L.M. for Meat Drink Lodging Washing & other Necessaries by said Pedidiah before that time found & provided for said Isa for one Year &c at his request he said Isa in Consideration thereof promised said Pedidiah to pay him the same sum when he should be thereto requested Yet said Isa tho requested has never paid the same to the Damage of the said Pedidiah twenty pounds — The Pltff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Pedidiah do recover against the said Isa Fifteen pounds of lawful Money Damages & Costs of Suit taxed at £3.7.11 & thereof &c
Execution Feb 8 1794

Williams Esq
vs
Lyman & al
Jan 58. 1794

John Chester Williams of Hadley in the County of Hampshire Esq. Pltff vs. Timothy Lyman of the same Hadley Physician Executor of the last Will &c of Phineas Lyman late of the same Hadley deceased Defendant in said Capacity Deft in a Plea of Trespass on the Case for that said Phineas not paying said John sundry sums of Money according to his promises as is particularly set forth at large in the Declaration on File &c The Pltff appears & the Deft tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said John do recover against the said Timothy in his said Capacity Sixteen pounds two shillings & one penny L.M. Damages & Costs of Suit taxed at £1.16.7 & thereof &c
Execution Feb 8 1794

Wright & al
vs
Wales
Jan 59. 1794

Daniel Wright & John Hubbard both of Northampton in the County of Hampshire [illegible] Pltff vs. James Wales of Norwich in the same County [illegible] Plea of the Case [illegible] on July 20 1790 at [illegible] promised [illegible] Thomas Lenoy & John [illegible] promises & two [illegible] after two months [illegible]

Indorsement on the same note ordered the Constable thereof that the same paid to be paid to the Pltff or Order for Value received of said James the same had Notice & in Consideration thereof he promised the Pltff to pay the same according to the tenor of said Note. And the said James the requested has never paid the same but neglects & refuses & to the Damage of said Wright & Stoddard fifty pounds &c. And the Defendant being called to come into Court makes default of appearance and default is considered by the Court that said Wright & Stoddard do recover against the said James fifty pounds four shillings & five pence for the Damages & Costs of suit taxed at £50 4s 3 & three pence. Recovery £50 4 5 & 3d —

James Reed of Springfield in the County of Hampshire Printer & Thomas Norton of the same Springfield Saddler in a Plea of Trespass on the Case as to a Plea of Debt, setting the Declaration on file &c. — The Pltff appears by William Eq. Gent his Attorney & the Deft by George Dick Esq. his Attorney comes & defends the Force & Injury when &c. and for Plea say, he is not guilty in manner & form as the Pltff in his Declaration hath alleged against him & thereof puts himself upon the Country. And the Pltff likewise — A Jury at this Time returned & impannelled as the Statute directs, being now sworn to try the Issue delivered upon their Oath that they find the Deft is not guilty in manner & form as is set forth in the Declaration. And thereupon it is considered by the Court that the Defendant do recover against the Pltff James his Costs taxed &c. Whereupon the Pltff James in his own Person now here in Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Thursday of April next & he recognizes with Surties for his prosecuting his Appeal with Effect &c.

Jonathan Dwight & James Hutt Dwight both of Springfield & Joseph Marsh Pltffs Elisha Woodward of Wilbraham in the same County Storekeeper Deft in a Plea of the Case as to a Plea of Debt setting the Declaration on file &c. — The Pltffs appear by William Eq. Gent their Attorney & the Deft by himself & comes & defends the Force & Injury when &c. and for Plea says he never promised in manner & form as the Pltffs in their Declaration have alleged against him & thereof puts himself upon the Country &c. And the Pltffs do the same. A Jury at this Time returned & impannelled as the Law directs being sworn to try the Issue delivered upon their Oath that they find the Deft never promised in manner & form as is set forth in the Declaration &c. & the Pltffs Damages sixty eight pounds four shillings & six pence. Whereupon it is considered by the Court that the said Jonathan & James do recover against the said Elisha £68 4s 6d in the Damages & Costs taxed at £2 4s 2d & three pence. Recovery £68 6 8 & 3d —

Dwight & al vs Woodward Jan 62 1794

Stephen Hutchinson of Hartford in the County of Hartford & State of Connecticut Brick layer & Joseph Longmeadow Inhabitant of Longmeadow in the County of Hampshire Deft in a Plea of the Case for that the said Inhabitants of said Springfield on September 1st last past were justly indebted to the Pltff in the sum of £8 4s & £2 for Labour & stores then before that Time by the Pltff done & performed at their request & in Consideration thereof the said Inhabitants undertook & promised the Pltff to pay him the same when whenever of them they should be requested & yet the said Inhabitants the requested have never paid the same but neglect & refuse to the Damage of said Stephen Twenty pounds — The Pltff appears by Wm Eq. Gent his Attorney & the Deft by Silas Dutton their Agent come & defend the

Hutchinson vs Longmeadow Jan 63 1794

Force & Injury & Wrongs & for Plea say they never promised in Manner & Form as the Plff in his Declaration against them hath alleged & thereof put themselves on the Country — And the Plff likewise

A Jury at this Time returned & impannelled as the Law requires being sworn to try the Issue declared upon Their Oath that they find the Defts did not promise in Manner & Form as is set forth in the Declaration and thereupon it is considered by the Court that the Defts Inhabitants of Longmeadow do recover against the Plff Stephen Their Costs taxed at £4.5.4 Whereupon Plff Stephen by his Attorney aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & recognizes with Surties for Plff's prosecuting his Appeal with Effect &c

Ely vs State &c
Jan 6d. 1794

Nathaniel Ely Junr of Longmeadow in the County of Hampshire Gentn v Jonathan Stebbins Junr of Longmeadow aforesaid Esqr & David Burk of Longmeadow Yeoman Defts in a Plea of the Case as is at large set forth in the Declaration on file &c — The Plff appears & the Defts the Nine Times called to come into Court make Default of Appearance Wherefore it is considered by the Court that the Plff Nathaniel do recover against the Defts Jonathan & David Sixty nine pounds one shilling & Nine pence Damages & Costs of Suit taxed at £1.19.4 & thereof &c

Recognizes Feb 5. 1794

Granger vs Bissel
Jan 67. 1794

Gideon Granger of Suffield in the County of Hartford & State of Connecticut Esqr Plff v. Orias Bissel of Ashfield in the County of Berkshire Gentn Deft in a Plea of the Case of that the Defts at Springfield on September 1st last was indebted to the Plff in £10 & 10s for Labor Care & Service done & performed for the Defts at his request & in Consideration thereof the Defts promised to pay him the same when he should be thereto requested yet the Defts tho requested has not paid the same but neglects & refuses to the Damage of the Plff Gideon Fifteen pounds The Plff appears & the Defts the Nine Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that the Plff Gideon do recover against the Defts Orias Six pounds Fifteen Shillings & nine pence half penny & 10s Damages & Costs of Suit taxed at £1.9.3 & thereof &c

Recognizes Feb 5. 1794

Snow vs Brown &c
Jan 68 1794

Jeremiah Snow Junr of Springfield in the County of Hampshire Clock maker Plff v. Benjamin Brown & John Brown both of Providence in the State of Rhode Island Merchants Defts in a Plea of Trespass on the Case as is at large set forth in the Declaration on file &c — The said Parties appear and by mutual consent & agreement to refer the Case to the determination of Henry Dearborn Esqr Isaac Parker Esqr & Colo William Smith the award of them or any two of them to be final to be returned to this Court at the next Term — Judgment to be made upon Recognizance according — And now at this same Term the Parties aforesaid by their Counsel Jeremiah & John to be paid the said Thirty six pounds & 10s Damages & Costs of the Suit taxed at 30s Costs of Court to be taxed by the Court — And further it is agreed by the Court that the said Jeremiah do recover against the Defts in the first Count the Damages & Costs of Suit taxed at 30s & thereof &c

Ely vs Lyman &c
Jan 1794

Simeon Ely of Springfield in the County of Hampshire Esqr Exor of the last Will & Testament of Charles Ely late of Springfield Esqr dec'd on the Death of Charles Ely Plff in a Plea of the Case as is at large set forth in the Declaration on file &c — The Plff appears by William Ely Esqr his Atty & the said Samuel Lyman & Joseph Lyman Defts appear & say the said Charles never promised in Manner & Form as the Plff in his Declaration has alleged & of this they pray leave to be dismissed from &c

to waive the Demurrer & join the Issue tendered on Trial of the appeal says that the Plea aforesaid of said Samuel is insufficient in Law & that he is ready to verify wherefore for want of a sufficient Plea said Samuel prays Judgment according on his part that the Judgment on the appeal be final & no Review on his part — And the said Simeon consenting to the Laser whereof aforesaid say his Plea aforesaid is sufficient.

All which being seen & understood by the Court it is considered by the Court that the Plea aforesaid of said Samuel is a full & sufficient Bar to the Declaration of said Simeon & that said Simeon by his Plea aforesaid ought to recover Nothing — Therefore it is considered by the Court that said Simeon by his Plea aforesaid do recover Nothing but for his name & Claim be in Mercy &c. — And that said Samuel do recover against said Simeon his Costs taxed at £1.6.6

Whereupon said Simeon by his Attorney aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surties for said Simeons prosecuting his said Appeal with Effect &c.

Gideon Granger of Suffield in the County of Hartford & State of Con. nuhunk Esq. Plaintiff & Stephen Law of Belchertown in the County of Middlesex Cordwainer Deft in a Plea of the Case for that said Stephen at Spring field on September 22d 1786 by his Note for Value rec'd promised the Plff to pay him 39/ L.M. on Demand with Interest also for that said Stephen at said Spring field on September 1st last was indebted to the Plff in the Sum of £2.17.0 L.M. for Labour & Services done & performed as his Attorney & in Consideration thereof promised to pay the Plff the same when he should be requested Yet said Stephen the requested has never paid the same but neglects it to the Damage of said Gideon Two pounds — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Gideon do recover against said Stephen Five pounds three shillings L.M. Damages & Costs of Suit taxed at £1.17.9 & thereof &c. Execution iss Feb. 5. 1794

Granger vs Law Jan 72. 1794

Solomon Barnard of Townsend in the State of Vermont Husbandman Plff vs David Stackelline of Hawley in the County of Hampshire Trader Deft in a Plea of the Case for that said David on April 20th 1792 by his Note for Value rec'd promised the Plff to pay him or order £25 L.M. & Interest in neat Stock at the going Price Yet said Stackelline the requested has not paid the said but neglects it to the Damage of said Solomon fifty pounds — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Solomon do recover against the said David Twenty six pounds 11/10 L.M. Damages & Costs of Suit taxed at £1.17.6 & thereof &c. Execution iss Mar 13. 1794

Barnard vs Stackelline Jan 74. 1794

Stephen Brewer of Northfield in the County of Hampshire Tailor Plff vs Joseph Cook of Northfield aforesaid Yeoman Deft in a Plea of the Case for that said Cook at said Northfield on Nov. 22d last was indebted to the Plff in the Sum of £4.3.0 L.M. according to the Account annexed to the Writ & in Consideration thereof promised the Plff to pay him the same Sum on Demand Yet said Cook the requested has never paid the same but neglects it to the Damage of said Brewer Six pounds — The Plff appears & the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Plaintiff do recover against the said Joseph Four pounds three shillings L.M. Damages & Costs of Suit taxed at £2.1.6 & thereof &c. Execution iss Mar 13. 1794

Brewer vs Cook Jan 78 1794

Lamb vs Brown
Jan 81. 1794

Daniel Lamb of South Hadley in the County of Hampshire Innholder Pltff vs Peter Brown of Montague in the same County yeoman Deft in a Plea of the Case for that said Peter at said Hadley on August 10. 1786 by his Note for Value rec'd promised the Pltff to pay him £4. 13. 0 Lawful Money with Interest on demand Yet said Brown the requested has neglected to pay the same but neglects it to the Damage of said Lamb Ten pounds — The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Daniel do recover against the said Peter £6. 14. 5 Lawful Damages & Costs of Suit taxed at £2. 8. 0 & through &c

Execution Mar 13. 1794

Wolcott &c vs Mattoon
Jan 82 1794

Eliam Wolcott of Northfield in the County of Hampshire & Roger Newberry of Windsor in the State of Connecticut Traders Pltffs vs Samuel Mattoon Junr of Northfield aforesaid yeoman Deft in a Plea of the Case for that said Samuel at said Northfield on June 22d 1793 by his Note for Value rec'd promised the Pltffs to pay them £12. 1. 7. Lawful Money on demand Yet said Samuel the requested has never paid the same but neglects it to the Damage of said Pltffs Fifteen pounds — The Pltffs appear & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Eliam & Roger do recover against said Samuel Twelve pounds nine shillings & Sixpence Lawful Damages & Costs of Suit taxed at £2. 1. 6 & through &c

Execution Mar 13. 1794

Parrish &c vs Lord
Jan 83. 1794

John Parrish of Northfield in the County of Hampshire Pltff vs Caleb Lord of Bernardston in the same County Innholder Deft in a Plea of the Case for that said Lord at said Bernardston on Jan 17th 1793 by his Note for Value rec'd promised the said Pltff to pay him Four pounds Lawful Money on May 1. then next Yet said Lord the requested has never paid the same but neglects it to the Damage of said Parrish Ten pounds — The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said John do recover against said Caleb Four pounds five shillings Lawful Damages & Costs of Suit taxed at £2. 1. 6 & through &c

Execution Mar 13. 1794

Stanton vs Briggs
Jan 84. 1794

John Stanton of Worcester in the County of Worcester Trader Pltff vs Robert Briggs of Amherst in the County of Hampshire Baker Deft in a Plea of the Case for that said Briggs at said Springfield on April 23. 1791 by his Note for Value rec'd promised the said Pltff to pay him or Order £3. 12. 0 Lawful Money on Demand with Interest Yet said Briggs the requested has never paid the same but neglects it to the Damage of said Stanton Ten pounds — The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said John do recover against said Robert Four pounds two shillings & Seven pence Lawful Damages & Costs of Suit taxed at £1. 13. 2 & through &c

Execution Mar 13. 1794

Faxon vs Staven
Jan 85. 1794

James Faxon of Washington in the State of New Hampshire Trader Pltff vs Joel Staven of Ludlow in the County of Hampshire yeoman Deft in a Plea of the Case for that said Staven at said Warwick on March 25th 1793 by his Note for Value rec'd promised the said Pltff to pay him or Order £8. 0. 0 Lawful Money with Interest Yet said Staven the otherwise has never paid the same but neglects it to the Damage of said James Fifteen pounds — The Pltff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said James do recover against the said Joel Eight pounds twelve shillings & six pence Lawful Damages & Costs of Suit taxed at £2. 3. 2 & through &c

Execution Mar 13. 1794

James Bangs Esq. of Williamsburgh in the County of Hampshire Gentleman
Pltff. vs. Hayden Leonard of Ashfield in the County of Hampshire Yeoman
Defdt. in a Plea for that the said Hayden at Williamsburgh aforesaid on November 5th last by his Note for Value rec'd promised the Pltff to pay him £5..8.. on Demand with Interest which the said Hayden the requested has never paid the same but neglected to the Damage of the said James Ten pounds — The Pltff appeared at the Defdt. two Times called to come into Court makes default of appearance here Wherefore it is considered by the Court that the said James do recover against the said Hayden Five pounds ten shillings & ten pence £ the Damages & Costs of Suit taxed at £1..15..10 & Execution &c. Excorpt Feb. 17. 1794 — Jan 88. 1794

Zachariah Field of Ashfield in the County of Hampshire Trader Pltff. Field vs. John Biglow of Conway in the same County Yeoman Defdt. in a Plea of the Case for that the said John at Ashfield aforesaid on Jan. 15th last by his Note for Value rec'd promised the Pltff to pay him £5..9..2 on Demand with Interest also for that the said John on Feb. 20 last by his Note for Value rec'd promised the Pltff to pay him or Order £8..19..10. £ on demand with Interest & the said John the requested has never paid either the Sums aforesaid but neglected to the Damage of the said Field thirty pounds — The Pltff appeared at the Defdt. the three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Zachariah do recover against the said John Seventeen pounds four shillings & four pence £ the Damages & Costs of Suit taxed at £1..17..11 & Execution &c. Excorpt Feb 17. 1794 — Jan 88 1794

Josiah Davis of Buckland in the County of Hampshire Blacksmith Pltff. vs. Jonathan Belding of Conway in the same County Yeoman Defdt. in a Plea of the Case for that the said Jonathan at Conway aforesaid on November 5. last by his Note for Value rec'd promised the Pltff to pay him or Order six pounds in neat Cattle by December 1st next ensuing the said Jonathan the requested has never paid the same but neglected to the Damage of the said Josiah Twelve pounds & the Pltff appeared at the Defdt. the three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Josiah do recover against the said Jonathan Six pounds six shillings & ten pence £ the Damages & Costs of Suit taxed at £2..0..3 & Execution &c. Excorpt Feb. 17. 1794. Jan 88 1794

Samuel Harmon of Tolland in the County of Tolland & State of Connecticut Gent. Pltff. vs. Samuel Crosby of Leyden in the County of Hampshire Husbandman Defdt. in a Plea of the Case — as is at large set forth in the Plaintiff's Writ — The Pltff appeared at the Defdt. the three Times called to come into Court makes Default of appearance — Wherefore it is considered by the Court that the said Samuel do recover against the said Crosby Three pounds — The Pltff acknowledges satisfaction of the Judgment — Execution &c. Crosby Jan 92 1794

[illegible] Gaylord of East Hartford in the County of Hartford [illegible] Pltff. vs. [illegible] of Greenfield in the County of Hampshire [illegible] in a Plea of the Case for that the said [illegible] by his Note for Value rec'd promised the Pltff to pay him [illegible] on Demand with Interest [illegible] the said James the requested [illegible] to the Damage of the said Gaylord [illegible] — The Pltff appeared at the Defdt. the three Times called to come into Court makes default of appearance [illegible] Wherefore it is considered by the Court that the said Gaylord do recover against the said James Ten pounds seventeen shillings [illegible] & Costs of Suit taxed at £ [illegible] & Execution &c. [illegible]

Springfield

Springfield 101. 1724

to be holden & bound unto Samuel in the sum of £85 6.0 & in the State of New York to be void & Samuel when [illegible] required & yet Moses the against has never paid the same [illegible] lett it to the Damage of Samuel [illegible] The Deft appears & the Deft the Law times called to come into Court makes Default of appearance wherefore it is considered by the Court that Pltff recover against Deft five pounds twelve shillings & eight pence & Costs of suit taxed at £ [illegible] & thereof &c

Exonerated Feb. 6. 1794

Noah Meacham of Enfield in the County of Hartford Yeoman Pltff vs. Noah Bigel of Stockbridge in the County of Hampshire Yeoman Deft in a plea of the case for that whereas at Enfield aforesaid the Deft on March 1st 1792 by his note for value received promised the Pltff to pay him or order on demand in merchantable Grain or Buckwheat at the common prices in Erie by October 15 then next following the said Deft has not paid the same but lett it to the Damage of the Pltff [illegible] & yet the Deft the Law times called to come into Court makes default of appearance wherefore it is considered by the Court that Pltff recover against the said Deft five pounds twelve shillings & eight pence Damages & Costs of suit taxed at [illegible] & thereof &c

Exonerated Feb. 6. 1794

Nathan Cary of Boston in the County of Middlesex Yeoman Pltff vs. Thomas Bates of Springfield in the County of Hampshire Innholder Deft in a plea of the case for that whereas Nathaniel Bates late of said Springfield on August 5th 1788 by his note for value received promised the Pltff to pay him or order on demand in Pelts & Furs the sum of £[illegible] & 8 [illegible] & Thomas the said Deft has not paid the same but lett it to the Damage of the said Nathaniel Ten pounds & the Deft appears & the Deft the Law times called to come into Court makes Default of appearance wherefore it is considered by the Court that Nathaniel do recover against the said Thomas Three pounds eight shillings & 8 [illegible] Damages & Costs of suit taxed at £ [illegible] & thereof &c

Exonerated Feb. 6. 1794

Esther Ogden of Springfield in the County of Hampshire Widow Pltff vs. Elias Field of Conway in the same County Yeoman Deft in a plea of the case for that whereas Elias Field on March 10th 1784 by his Note for value received promised the said Esther to pay him £20. 6. 11 & 1/2 in 9 months & yet the said Elias Field has not paid the same but lett it to the Damage of the said Esther Forty pounds & the Deft appears & the Deft the Law times called to come into Court makes Default of appearance wherefore it is considered by the Court that the said Esther recover against the said Elias Thirty pounds & nine pence & 1/2 Damages & Costs of suit taxed at £ [illegible] & thereof &c

Exonerated Feb. 6. 1794

Gardner Campbell of Granville in the County of Hampshire Yeoman Pltff vs. Gardner Campbell Jr. of Granville in the County of Hampshire Yeoman Deft in a plea of the case for that whereas the said Deft on January 8th 1789 by his note for value received promised the Pltff to pay him [illegible] on demand [illegible] by October 1st [illegible] & yet the said Deft has not paid the same but lett it to the Damage of the Pltff [illegible] & the Deft the Law times called to come into Court makes default of appearance wherefore it is considered by the Court that [illegible] & Costs of suit taxed at £ [illegible] & thereof &c

Exonerated Feb. 6. 1794

Parsons vs Everill
Jan 108 1794

Thomas Parsons of Springfield in the County of Hampshire Gentleman Plff vs Nathan Everill of Norwich in the same County Husbandman Deft in a Plea as is set forth in the Declaration on file. The Deft being three times called is Nonsuit the Deft defaulted & the Action is dismissed

Lloyd vs Ely
Jan 109. 1794

Thomas Lloyd of Granville in the County of Hampshire Yeoman Plff vs William Ely late of West Springfield in the same County Yeoman Deft in a Plea of the Case for that the said William at Springfield on April 18 1788 by his Note for Value rec'd promised to pay unto the Plff or his Order £223..6..5 & 1/2 lawful money yet the said William the aforesaid has never paid the same but neglects & refuses to do the Damage of the Plff Wherefore he brings this Suit & the Plff appears & the Deft being three times called to come into Court makes Default & the Plff prays Judgment & Damages & Costs & the Court considered by the Court that the Plff recover against the said William Five hundred & six pounds fifteen shillings & six pence Debt & Damages & Costs of Suit taxed at £6..5..10 & Execution Execution Feb. 6. 1794

Ely vs Lloyd
Jan 110. 1794

Thomas Lloyd of Springfield in the County of Hampshire Gentleman Plff vs Ely of Westfield in the same County Yeoman Deft in a Plea of the Case for that the said Ely at Springfield March 26. 1792 by his Note for Value rec'd promised the Plff to pay him or Order four pounds four shillings & six pence lawful money or Demand with Interest the said Ely has never paid the same but neglects & refuses to do the Damage of the said Plff Wherefore he brings this Suit & the Plff appears & the Deft being three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Plff recover against the said Ely four pounds thirteen shillings & six pence Debt & Damages & Costs of Suit taxed at £1..0..3 & Execution Execution Feb 6. 1794

Newell vs Butler
Jan 115. 1784

Timothy Newell of Chesterfield in the County of Hampshire Gentleman Plff vs Job Butler of Prange in the County of Hampshire Yeoman Deft in a Plea of the Case for that the said Job at Chesterfield on June 3 1790 by his Note for Value rec'd promised the said Plff to pay him or Order £10..0..0 lawful money on Demand with Interest yet the said Job the aforesaid has never paid the same but neglects & refuses to do the Damage of the said Newell & the Plff appears & the Deft being three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Newell recover against the said Butler four pounds sixteen shillings & two pence lawful money Damages & Costs of Suit taxed at £2..0..3 & Execution Execution Feb 6. 1794

Doll vs Pitcher
Jan 116. 1794

William Doll of Boston in the County of Suffolk Gentleman Plff vs John Pitcher of Chesterfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that the said John on the 20th day of May 1793 by his Note for Value rec'd promised the Plff to pay him or Order £18..18..0 lawful money & the said John the aforesaid has never paid the same but neglects & refuses to do the Damage of the said Doll & the Plff appears & the Deft being three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Plff recover against the said John Nineteen pounds eight shillings & six pence Damages & Costs of Suit taxed at £3..19..1 & Execution Execution Feb. 7. 1794

Moses Bodwell & William Burroughs Brother Holt of Boston
in the County of Suffolk Copartners in trade, Plaintiffs
against Palmer in the County of Hampshire Yeoman Defendant
by Plea of the Case for that the said Plaintiffs on
the 18th 1793 by their Note for Value received promised the Defendant
Palmer Thirty Order to the Plaintiffs Twelve Shillings & four pence
& 8 pence on Demand with Interest & the said Defendant Palmer
has never paid the same but neglects & refuses to pay the Damage of
the Plaintiffs £80 — The Defendant appeared & the Plaintiffs three
times called to come into Court make Default & are hence
here Therefore it is considered by the Court that
the said Plaintiffs do recover against the said Palmer
the Sum of £12 Damages & Costs of
Suit taxed at £2 — & Execution issued Feb. 5. 1794

Jan 17. 1794

Samuel Field of Deerfield in the County of Hampshire Gentleman Plaintiff
for that the said Willard of David Field of Deerfield aforesaid Yeoman Defendant
Caleb Holden of Gilsum in the County aforesaid Yeoman
in a Plea of the Case for that the said Caleb at Deerfield aforesaid
on February 11. 1790 by his Note for Value received promised
the said David Field Thirty Pounds Order £23 & 8 pence on De
mand with Interest the said Caleb then requested his said
Debtor the same to the said David when thereunto
the Defendant the said David but neglects & refuses to pay the Damage of the
Samuel £45 — The Defendant appeared & the Plaintiff three
times called to come into Court make Default & Default of Appe
arance here

Jan 19. 1794

Roger West of Greenwich in the County of Hampshire Yeoman Plaintiff
against Timothy Baker of Hawley in the same County Yeoman
Defendant Plea in a Plea of the Case for that the said Timothy
on November 25. 1793 at Springfield aforesaid in Consideration
that the said Plaintiff had before that time at the request of said
Timothy permitted him to use & occupy the Profits
of a certain piece of Land lying in Hawley aforesaid
containing by estimation 20 Acres for the term of three
years promised the said Plaintiff then & there in so much Money
as it reasonably deserved to have for the same on Demand
and the said Plaintiff avers that it deserved to have for the same
Twelve Pounds & 8 pence of which the said Defendant had Notice
yet the said Timothy the said Defendant has never paid the same
but neglects & refuses to pay the Damage of the said Roger Twenty Pounds
& the said Defendant appeared & the said Plaintiff three times called to come
into Court make Default of Appearance here Wherefore
it is considered by the Court that the said Plaintiff do
recover against the said Defendant the said Damages
& Costs of Suit taxed at £2 — & Execution issued May 28 1794

West as Baker
Jan 19. 1794

Ebenezer Bliss of Berkhamstead in the County of Litchfield in the State of
Connecticut Yeoman Plaintiff by Gideon Lee of Longmeadow in the County
of Hampshire Esq. Defendant in a Plea of the Case for that the said Gideon at Springfield
aforesaid on January 1. 1790 was justly indebted to the said
Ebenezer in the Sum of £20 8 for so much Money of the said
Ebenezer by the said Gideon then & there had & received to the use of
the said Plaintiff and said Gideon in Consideration thereof promised to pay
the said Plaintiff therefor — the said Gideon the said Defendant requested has never paid the
same but neglects & refuses to pay the Damage of the said Ebenezer Eight Pounds
& the said Defendant appeared by James Fitzhugh Esq. his Attorney & the said Plaintiff by Simeon
Strong his Attorney & Defendant the Force & Injury when & where &c. & the said
Plaintiff complains in manner & Form as the said Plaintiff in his Declara

Jan 28. 1794

hath alledged & thereof puts himself upon the Country — And the said Ebenezer
reserving Liberty to waive the Demurrer at the Supreme Court says that
the Plea aforesaid in bar & an insufficient answer to the first Declara
tion & thereof prays Judgment &c — And the said Gideon says that the
Plea aforesaid is good & sufficient answer to the Declaration —

All which being seen & understood by the Court it appears to the Court that
the Plea of the said Gideon is a full & sufficient answer to
the Declaration of the said Ebenezer & that the said Ebenezer by his
Plea aforesaid ought to receive Nothing &c — Therefore it is considered that
the said Ebenezer by his Plea aforesaid do receive Nothing but that for his
groundless Claim he be in mercy &c — And that the said Gideon do recover
against the said Ebenezer his Costs taxed at £ —

Whereupon the Plff by his Attorney aforesaid appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at Northampton in &
for the County of Hampshire on the last Tuesday of April next & he engages
mes with Sureties for the said Ebenezer prosecuting his Appeal with effect &c —

Morton
v
Dickinson
Jan 30. 1794

Elijah Morton of Hatfield in the County of Hampshire yeoman Plff
vs Samuel Dickinson 2d of the same Hatfield Innkeeper Deft in a
Plea of the Case for that the said Samuel at the said Hatfield on April 5. 1788 by
his Note for Value rec'd promised the said Elijah to pay him one hundred
pounds six shillings & seven pence L M° with Interest — Also for
that the said Samuel at the said Hatfield on April 5. aforesaid by his other Note
for L 2 Value rec'd promised the said Elijah to pay him Eleven pounds & one shil
ling L M° with Interest yet the said Samuel tho requested has never paid
the same but neglects &c to the Damage of the said Elijah £ 150 —

The Plff appears & the Deft tho three times called to come into Court makes
Default of Appearance here Wherefore it is considered by the Court that
the said Elijah do recover against the said Samuel One hundred & fifty pounds one
shilling & three pence L M° Damages & Costs of Suit taxed at £ 6 Bill &
the writ &c

Recognized Feb. 8 1794

Tillotson
vs
Dever
Jan 13. 1794

Noah Tillotson of Granville in the County of Hampshire yeoman Plff
vs Daniel Dever of Blanford in the same County yeoman & Bail of
Walter Sykes Deft in a Plea &c as in a Bill of Exchange Debt in the Declara
tion mentioned &c — The Plff appears and the Deft also comes and
brings into Court Walter Sykes the Principal for whom he was bound
and prays that the said Walter may be taken into Custody of the Sheriff
& that he the said Daniel may be discharged &c — And it is considered
by the Court that the said Walter be committed &c & that the said Daniel be dis
charged on payment of the Costs of this suit taxed at £ 6 Bill &c —

Coolidge
vs
Townsend &c
Jan 13. 1794

Joseph Coolidge of Boston in the County of Suffolk merchant Plff in one
Plea Townsend of Sulburgh in the County of Hampshire yeoman Martha
his Wife Deft in a Plea of Ejectment &c — wherein said Joseph demands
against said Jonathan & Martha the said premises & a tract
of Wood Land being part of the lot formerly called the Proprietors
lot in the Division of Sulburgh & bounded & staked & stones
on the West side of the road being containing 11 A. 3 R. 25 rods
& 1 R. 9 rods & 11 A. 1 R. 21 rods & lying to the West of Stones
& 11 A. 9 rods to the Jonathan Town & Joseph Nathan Elisha
Hanson & Elisha Jenings lawfully seized — The demandant claims
in his Right & Title derived from Deed dated Feb. 14 1791 acknowledged and
Registered for the Consideration of £ 258 & 11° did give grant bar
gain sell convey the said Demanded Premises to the said Joseph to hold to
him his Heirs & Assigns in fee simple by Virtue of which Deed the
said Joseph became seized of the same Land on Condition
& stated to be void if the said Elisha should pay & Joseph all
such sums as should become due to the said Joseph in Virtue of two
Notes of Hand given by the said Elisha to the said Joseph — and the said Joseph
the said Elisha has never paid the Contents of said Notes & that he
is in full force & title to the said demanded premises the said Jonathan and
Martha have made Entry into the said Premises & have

the same to her the said Martha Crisp of Southampton aforesaid widow and
with such Judgment depending the Pltff Court the same 6th day of December aforesaid
still unjustly detains & withholds to the same to his Damage Two hundred
pounds — The Pltff appears by attorney & Defendant appears by
the Gent. Plaintiff is ready & prays Judgment against the said Martha Ransom
the said Martha Ransom did not deny the Pltff's demand & prayer
the said Pltff his Debt aforesaid & detained against him & have performed upon
the Country — and the Pltff likewise — & hereupon the same is referred and
committed to the Justices of the Peace being present because it appears that
the said Martha Ransom did detain the Pltff in manner
& form as is set forth in the Declaration & had Payment of the same
it is the Court that Pltff do recover against Defendant Martha Judge
ment for his debt & detention of the Debt in manner & form the Costs
of this suit taxed at £2 5s 9d & therefore

Writ of Posse ff March 15th 1794

Levi Shepard of Northampton in the County of Hampshire Esq. Pltff & Shepard
Jonathan Fuller of Chesterfield in the same County yeoman Deft in a v
Plea of the Case for that Deft on March 8 1790 Fuller
by his Note for Value rec'd promised Pltff Levi Shepard him or Order £6 13 6 Jan 22 1794
£ Mo on Demand with Interest also for that Deft Jonathan on March 25th
1790 by his Note for Value rec'd promised Pltff Levi Shepard him or Order 13 1
£ Mo on Demand with Interest also for that Deft Jonathan at Northamp
ton on April 8 1792 by his Note for Value rec'd promised Pltff Levi Shep
hard him or Order 27 15 £ Mo on Demand with Interest yet said Jonathan
the requested has never paid the same but neglects & the Damage of
said Levi fifteen pounds & the Pltff appears & the Deft the three
times called to come into Court & makes Default of appearance here
Wherefore it is considered by the Court that Pltff Levi do recover against
said Jonathan ten pounds ten shillings & eight pence £ Mo Damages
& Costs of suit taxed at £2 18 0 & therefore Exon Feb 8 1794

John Sprague of Chesterfield in the County of Hampshire Gent. Pltff Sprague v
John Curtis late of Bradford in the County of Essex yeoman Deft in a Curtis
Plea of the Case for that Pltff at Chesterfield on April 24 1792 Jan 15 1794
by his Note for Value rec'd promised Pltff to him or Order
£8 15 0 on Demand with Interest yet Deft Curtis the requested has
not paid the same but neglects & the Damage of Pltff Sprague seven
pounds The Pltff appears, the Deft the three times called to come into
Court makes Default of appearance here Wherefore it is considered
by the Court that said Sprague do recover against the Deft Curtis four
pounds nineteen shillings & three pence £ Mo Damages & Costs of
suit taxed at £2 5 3½ & therefore Exon Feb 8 1794

Henry Stevens Jocia Dickinson of Northampton in the County of Dickinson
Hampshire that he recovered Judgment before Caleb Strong Esq. on v
November 14th last against Henry Dickinson Williams Esq. 28 8 Dam. Williams
& 12 4 Costs of suit from which he appealed & this Court hath Jan 15 1794
failed to prosecute the same — The therefore prays Affirmation of
said Judgment with additional Damages & Costs — Whereupon it
is considered by the Court that said Josiah do recover against the
said Henry, Our pound eight shillings & 8d £ Mo Damages & Costs of suit
taxed at £2 0 9 & therefore Exon Feb 8 1794

Salmon Walker of Williamsburgh in the County of Hampshire yeoman Pltff Walker
claims of the same William Sawyer yeoman Deft in a Plea of Trespass whereon Sawyer
Salmon complains that Deft Stephen on February 19th in the eighteen with Jan 15 1794
Hundred Ninety Nine Close of Pltff Salmon called his Horse Cob did break
& enter & then & there cut off the Ears from the Mane & Tail of the Horse
of Pltff Salmon & cast into the Well of Pltff Salmon one Keg of Fine Gin
containing one Gallon & one Quart & the value of 20s & one Linment Sheet of
the value of 10s all of the Goods & Chattels of Pltff Salmon & workmanship & law
& the damage of Pltff Salmon Fifty Pounds — The Pltff appears & the
Deft the three times called to come into Court makes default of appearance

Whereupon it is considered by the Court that the said Salmon do recover against the said Stephen Five pounds Lawful Damages & Costs of Suit taxed at £ 2.0.0 Dull & Plenty &c

Stunk vs Wright
Jan. 15 & 1794

Elijah Stunk of Northampton in the County of Hampshire Esq. Pltff. vs Joel Wright of the same Northampton husbandman Deft. in a Plea of the Case for that said Northampton on January 2d. 1786 by his Note, ~~of the Date~~ acknowledged that he had rec.d of said Elijah one Yoke of Oxen five years old by the name of Bolt & Brown & promised said Elijah to keep the said Oxen for said Elijah until he should call for them & return them to said Elijah whenever he should demand them or else pay said Elijah Twenty pounds Lawful with Interest on Demand and the Pltff says that said Joel the requested has never returned said Oxen to the Pltff — Also for that said Joel at said Northampton on November 28th. last being jointly indebted to the Pltff in the sum of £ 33.16.11 Lawful for the Lent Sum of Money there before that time paid laid out and expended & advanced for said Joel by said Elijah at said Joels request & in Consideration thereof said Joel promised to pay said Pltff the same sum on demand yet said Joel the requested has never performed either the Promises aforesaid but neglects & refuses to the Damage of said Elijah forty pounds — The Pltff appears & the Deft. being three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Elijah do recover against the said Joel Lawful Damages & Costs of Suit taxed at £ 1.7.11 & Plenty &c

Starkweather vs Silvester
Jan 16 & 1794

Robert Starkweather of Chesterfield in the County of Hampshire Physician Pltff. vs Elisha Silvester of Warwick in the same County Physician Deft. in a Plea of the Case for that said Silvester on October 12 1792 by his Note for Value rec.d promised said Starkweather to pay him or Order £ 10.0.0 Lawful in good Merchantable Cash, with Interest within one year yet said Silvester has not paid the same but neglects & refuses to the Damage of said Robert Twelve pounds — The Pltff appears & the Deft. being three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Robert do recover against the said Elisha Six pounds nineteen shillings & Ten pence Lawful Damages & Costs of Suit taxed at £ 1.13.7 & Plenty &c Recognized May 7th 1794

Rogers & Smith vs
Jan 16 & 1794

Moses Rogers & William Wm Rogers of New York in the State of New York Joint Dealers in Trade Pltffs. vs John Smith of Conway in the County of Hampshire Yeoman Deft. in a Plea of the Case for that said Smith at Williamsburgh in said County of Hampshire on April 5 1792 by his Note for Value rec.d promised one Josiah Dewell to pay him or Order 18 months after Date Sixty six pounds Lawful with Interest and afterwards on the same Day said Josiah by his Indorsement on the back of said Note ordered the Contents thereof to be paid to the Pltffs for Value rec.d of which said Smith the same Day had Notice & thereby became liable & in Consideration thereof promised the Pltffs then the Owners of said Note according to the said John the requested has never paid the same to the Damage of said Pltffs Eighty pounds The Pltffs appear & the Deft. being three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Moses & William do recover against the said John Sixty six pounds nine shillings Lawful Damages & Costs of Suit taxed at £ 1.7.7 & Plenty &c Recognized May 17th 1794

Bulkley vs [illegible]
[illegible]

Israel Bulkley of Colchester in the State of Connecticut Yeoman Pltff. [illegible] vs [illegible] of Southampton in said County of Hampshire Yeoman [illegible] & Joseph Leach of Deerfield aforesaid Yeoman [illegible] in a Plea of the Case [illegible] the said Joseph to the said Court and being sworn the Law upon his Oath

that at the Time of the Trial of the Writ of Error in had no Copy of the said Judgment in his hands &c. And therefore it is considered by the Court that the Action be dismissed & that said Defendants recover against the Pl. Costs &c. & Execution &c.

Isaiah Pathway of Springfield in the State of Connecticut Merch. Pltf. vs. Doras Stiles & Matthew Lapham Merch. both of Southwick in the County of Hampshire Yeomen Deft. in a Plea of the Case for that said Doras & Matthew at Springfield on April 22d last by their Note for Value rec'd promised the Pltf. to pay him or Order £27.14.8 Lawful money with Interest on Demand & the Pltf. requested have made payment of the same & the Damage of said Pltf. Forty pounds &c. The Defts. appear & the Pltf. the three Times called to come into Court make default of appearance here. Therefore it is considered by the Court that said Pltf. do recover against said Doras & Matthew Twenty eight pounds Sixteen Shillings & two pence Lawful Damages & Costs of Suit taxed at £2.2.0 Debt. Whereupon the Defts. by Calvin Pelton Esq. their Atty. come and Brought a Writ of Error upon the Judgment of this Court to the Superior Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & do recognize with Surety for their prosecuting their said Writ of Error with Effect &c.

Stiles & al. vs. Stiles & al. Jan. 16, 1794

Seth Wetmore & William Wetmore both of Hartford in the State of Connecticut Merchants Pltf. vs. Carmi Owen of Westfield in the County of Hampshire Yeoman Deft. in a Plea of the Case for that said Carmi at Westfield on March 10. last by his Note for Value rec'd promised said Seth & William to pay them or Order Thirty pounds 4/8 Lawful on Demand with Interest & said Carmi the requested has never paid the same but neglects & refuses the Damage of said Seth & William Fifty pounds &c. The Pltf. appear & the Deft. the three Times called to come into Court make Default of appearance here. Whereupon it is considered by the Court that said Pltf. do recover against the Def. Carmi Thirty seven pounds 2 Lawful Damages & Costs of Suit taxed at £1.0.3 & Execution &c. Feb. 3d. 1794

Wetmore & al. vs. Owen Jan. 17. 1794

William Lamson of the City & State of New York Merch. Pltf. vs. Noah Ashley of Westfield in the County of Hampshire Yeoman Deft. in a Plea of the Case for that said Noah at Westfield on April 2d last by his Note for Value rec'd promised one Abel Whitney to pay him or Order Ten pounds on Demand with Int. & afterwards on the same Day the said Abel by his Indorsement on the same Note ordered the Contents thereof to be paid the Pltf. for Value rec'd & thereby Deft. became liable & in Consideration thereof promised the Pltf. to pay him the same according & the said Noah the requested has never paid the same but neglects & refuses the Damage of said William Fifteen pounds &c. The Pltf. appears & the Deft. the three Times called to come into Court make Default of appearance here. Therefore it is considered by the Court that said William do recover against the Def. Noah Six pounds 1/2 Lawful Damages & Costs of Suit taxed at £1.0.3 & Execution &c. Feb. 6. 1794

Lamson vs. Ashley Jan. 17. 1794

Frederick Tally late of Hoosuck Bridge in the County of Berkshire Gent. Pltf. vs. Moses Lindsey of Blanford in the County of Hampshire Yeoman Deft. in a Plea &c. by is at large set forth in the Declaration &c. Stiles &c. Neither Party the three Times called appearing this Case is dismissed

Tally vs. Lindsey Jan. 17. 1794

Elisha Porter of Hadley in the County of Hampshire Esq. Pltf. vs. James Campbell of Southwick & Thomas Rose of Westfield both in the County aforesaid Yeomen Deft. in a Plea of the Case for that said James & Thomas at Hadley on May 26. 1787 by their Note for Value rec'd promised the Pltf. to pay him or Order £5.10.0 in one month with Interest & said James & Thomas the other requested

Porter Esq. vs. Campbell & al. Jan. 17. 1794

have never paid the same but neglected & the Damage of said Elisha £14 — The Pltff appears & the Deftts tho thrice called to come into Court make Default of Appearance here Whereupon it is considered by the Court that said Elisha do recover against the said James & Thomas Seven pounds twelve Shillings & Six pence Damages & Costs of Suit taxed at £ 2 1s 10d 5 & thereof &c

Excon iss Feb. 7. 1794

Tomlinson vs Wilbor & al Jan 180 1794

Isaac Tomlinson of New Haven in the State of Connecticut Mercht. Pltff v. Solomon Dewey Cordwainer Dirick Sanborn & John Wilbor Yeomen all of Westfield in the County of Hampshire Deftts in a Plea of the Case for that s.d Deftts at Westfield aforesaid on September 2d last by their Note for Value rec.d promised one Percy Clap to pay him or Order Thirty five pounds Lawf.l on Demand with Interest & afterwards on the Day aforesaid s.d Percy by his Indorsement on the same Note ordered the Contents thereof to be paid to the Pltff for Value rec.d & thereby the s.d Deftts became chargeable & in Consideration thereof promised the Pltff to pay him the same sum accordingly yet the s.d John Dirick & Solomon the requested have never performed their promise aforesaid but neglected to the Damage of s.d Isaac fifty pounds The Pltff appears & the Deftts tho thrice called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the s.d Isaac do recover against the said Solomon Dirick & John Thirty five pounds Seventeen Shillings & Six pence Lawf.l Damages & Costs of Suit taxed at £ 2 1s 6d 5 Whereupon the Deftts aforesaid by John Phelps Esq.r their Atty come into Court & appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with Surety for their prosecuting their s.d Appeal with Effect &c

Williams vs Weller Jan 183 1794

Thomas Williams of Stratford in the State of Connecticut Trader Pltff v. David Weller of Westfield in the County of Hampshire Yeoman Deftdt in a Plea of the Case for that s.d David at Westfield on April 28 1792 by his Note for Value rec.d promised the s.d Pltff to pay him £30 Lawf.l in one Year from the Date with Interest Yet s.d David the requested has never paid the same to the Damage of s.d Thomas £35 The s.d Pltff appears & the Deftdt tho thrice called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Thomas do recover against s.d David Twenty six pounds twelve Shillings & six pence Lawf.l Damages Costs of Suit taxed at £ 1 13s 11 Whereupon s.d David by Solomon Strong Esq.r his Atty comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for s.d County of Hampshire on the last Tuesday of April next & he recognizes with Surety for s.d David prosecuting his s.d Appeal with Effect &c

Peter Gibbons & al vs Gowen Jan 184 1794

Peter Gibbons of Springfield in the County of Hampshire Gent.n appellant from the Judgment of Stephen Burbank Esq.r Justice of the Peace in & for s.d County of Hampshire in the same County in which case the s.d Samuel was Plff & s.d Peter appellant was Deftdt in a Plea of the Case set forth in the Declaration on file &c The appellee being now this Term called is Nonsuited the appellant is given & moved for his costs But it is considered by the Court that s.d Peter do recover against the s.d Samuel his Costs taxed at £ 1 17s 6 & thereof &c

Excon iss Feb 6. 1794

Rowley vs Fowler Jan 185 1794

Noah Fowler of Southwick in the County of Hampshire Yeoman Pltff v. Thomas Rowley of the same Southwick Yeoman Deftdt in a Plea of Debt for that s.d Noah by the Consideration of the Court at Southampton in 1792 in a Judgment against s.d Thomas for £ 20 15s 1 Damages & Costs & £ 2 3s 10d 5 which Judgment remains in full force

Norwise averred or annulled & said said [illegible] to [illegible] for the sum of Five pounds & eight pence which by [illegible] hath accrued to the Plff & demand & recover of ye said Abner Five pounds & 8d with [illegible] Writ of Execution yet said Abner has neglected & refused to pay said sum but hitherto & the Damage of ye Plff £12 — The Plff appears & the Defdt tho three times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that ye Plff do recover against said Abner Five pounds Ten shillings & five pence & his Damages & Costs of Suit taxed at £ [illegible] & Execution &c

Exon ye 3 Feb 6. 1794

Moss v Lee — Jan 186 1794

Sharp Moss a Negro of Westfield in the County of Hampshire Plff vs John Lee late of the same Westfield yeoman Defdt in a Plea of the Case for that ye said John Lee on the [illegible] day of [illegible] & Sixty indebted to said Plff on the [illegible] day of [illegible] & Sixty Four Dollars & Sixty cents Bookaccounts & in Consideration thereof promised the Plff pay the same on Demand yet ye said John Lee has neglected & refused to pay the same but hitherto & the Damage of ye said Sharp £20 — The Plff appears & the Defdt tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that ye said Sharp do recover against the said John Lee Twenty pounds twelve shillings & five pence & his Damages & Costs of Suit taxed at £ [illegible] & Execution &c

Exon ye 3 Feb. 6 1794

Lyman v Parsons — Jan 188 1794

Joseph Lyman of Westfield in the County of Hampshire Esqr Plff vs Caleb Parsons of Hadley in the same County yeoman Defdt in a Plea of the Case for that ye said Caleb on the ye said Hadley on December 2d 1793 by his Note for Value rec'd promised one Ezekiel Graves to pay him or Order £7 — & Mr on Demand with Interest & afterwards the same Day ye said Ezekiel by his Indorsement on said Note ordered the Contents thereof to be paid to the Plff for Value rec'd of which said Caleb had Notice & in Consideration thereof promised the Plff to pay him the same accordingly yet ye said Caleb tho requested has never paid the same but hitherto neglects & refuses & the Damage of said Joseph £12 — The Plff appears & the Defdt tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that ye said Joseph do recover against ye said Caleb Seven pounds one shilling and seven pence & Mr Damages & Costs of Suit taxed at £ [illegible] & Execution &c

Exon ye 3 Feb. 7. 1794

Parks & Strong v Parks — Jan 189 1794

Warham Parks of Westfield in the County of Hampshire Esqr Plff for Joel Strong of Granville in the same County yeoman Defdt in a Plea of Trespass in said Warham's demand against ye said Joel for [illegible] 1230 lineal feet of land lying in Granville aforesaid & [illegible] hundred lines each of the same adjoining on the Mill, are excepted & included & bounded as follows Easterly on Westfield & Southwest Bounds Southerly on Land belonging to the Heirs of Ephraim Morker deceased & on Edmund Barlows Lake & on Sepe Rock & running to far to the West & North lines so as to include 1230 lineal feet & [illegible] that the said ye said Strong being lawfully [illegible] of which the said Joel unjustly & without Judgment dispossessed the said Warham within thirty years last past & thereon he saith that he within 30 years was seized of ye said Land with the appurtenances in his Demesne as of fee & taking the Profits to the Value of £5 per year &c — The Plff appears & the Defdt tho three times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that ye said Warham do recover against the said Joel Seizin & Possession of the demanded Premises with the appurtenances & also for the Costs of Suit taxed at £ [illegible] & Execution &c

Worth ye 3d Mr ye 3 May 21. 1794

Worthington v Gaylord — Jan 1 1794

John Worthington of [illegible] in the County of [illegible] Plff vs Oliver Gaylord of South Hadley in the same County yeoman Defdt in a Plea that he under [illegible] £14.15.0 which to him he owes & proven him unjustly detains [illegible] says that by the Consideration of the Court in August from 1784 he owe & Judgment against ye said [illegible] £18.6.4 & Mr Damages & Costs of Suit taxed at £1.8.8 which Judgment

remains in full force not vacated nor reversed by means whereof Action
hath accrued to said John to demand & have of said Oliver & Simeon
£14.15.0 of said Oliver the requested has never paid the same
but neglects it to the Damage of said John £20 — The Def appears
and the Defdt the three times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court that said
John do recover against the said Oliver Eighteen pounds seven shil
lings & 7d Lawful Debt & Costs of Suit taxed at £14.2.9 & thereof he
Execution Feb 5 1794

Parsons
v
Cooley
Plea 200 1794

Joseph Parsons of Berfield in the State of Connecticut Husbandman
Pltff vs. Earl Cooley of Springfield in the County of Hampshire yeoman
Deft in a Plea of the Case for that said Earl at Berfield aforesd at
Springfield on January 29. last by his Note for Value rec
promised said Joseph to pay him or Order Twenty pounds Lawful
money of Good white pine Boards by June 1st then next at Cash
price to be delivered at Springfield aforesd Yet said Earl the agreed
has never paid the same but neglects it to the Damage of said
Joseph Thirty pounds — The Pltff appears & the Defdt the three times
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the said Joseph do recover
against the said Earl Twenty pounds sixteen shillings Lawful Damages
& Costs of Suit taxed at £14.12.0 & thereof he
Execution Feb 5 1794

Worthington
v
Palmer
Plea 202 1794

John Worthington of Springfield in the County of Hampshire Esq. Pltff
vs. Joseph Patterson of the same County yeoman Deft in
a Plea of Debt that he render him £30.0.0 Lawful which to him
he owes & pays him the same & whereof said John says that by
the Consideration of the Justices of this Court at August Term 1792
he recovered Judgment against said Joseph for £28.11.11 Damages
& 1.10.8 Costs of Suit which Judgment remains in full
force not satisfied or reversed, by means whereof Action hath
accrued to said John to demand & have of said Joseph the said
said Joseph the requested has never paid the same but neglects
it to the Damage of said John Sixty pounds — The Pltff appears
& the Defdt the three times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court that the said
John do recover against the said Joseph Forty six pounds ten shillings
& seven pence Lawful Debt & Costs of Suit taxed at £14.4.0 &
thereof he Execution Feb 25. 1794

Ely
v
Ely
Plea 202. 1794

Simeon Ely of West Springfield in the County of Hampshire Yeoman
Pltff vs. Samuel Ely of the same West Springfield Husbandman
Deft in a Plea of the Case for that said Samuel at West Springfield
aforesd on December 22, 1792 by his Note for Value rec promis
ed said Simeon to pay him or Order £30.0.0 Lawful money
with Interest yet said Samuel the requested has never paid the
same but neglects it to the Damage of said Simeon Thirty pounds
The Pltff appears & the Defdt the three times called to come into Court
makes Default of Appearance here Wherefore it is considered by
the Court that the said Simeon do recover against the said Samuel
Twenty pounds Fifteen shillings & Five pence Lawful Damages &
Costs of Suit taxed at £14.4.0 & thereof he Execution Feb 5. 1794

Dorothy Stancort adm
v
Daniel Cordner adm
Plea 204 1794

Dorothy Stancort of Rutland in the County of Worcester Gent
woman Adm on the Estate of Jonathan Stancort late of said Rutland deceased
Pltff vs. Daniel Cordner of Springfield in the County of
Hampshire Gentleman Adm on the Estate of Timothy Cordner late of
said Springfield aforesd deceased Deft in a Plea of the Case
for that said Timothy on or about the said Jonathan Stancort by his Note
for Value rec promised said Timothy then alive to pay him or Order
Twenty pounds with Interest yet said Timothy the said requested
never paid the same to said Jonathan the said Jonathan the requested
never paid to said John in his Life time the same or to said Dorothy since
the same [illegible] to the Damage of said Dorothy Eighty
pounds

The Pltff appears & the Defts tho three Times called to come into Court make Default of Appearance here — Wherefore it is considered by the Court that sd Dorothy in her sd Capacity do recover against the sd Nathaniel [illegible] in his sd Capacity Fifty four pounds 14/9½ Lawll Damages & Costs of Suit taxed at £ 2..5..9 & Thereof &c. Execution issd Feb. 5 1794

Henry [illegible] of [illegible] in the County of [illegible] [illegible] on the estate [illegible] of Thomas [illegible] late of sd [illegible] [illegible] [illegible] Gideon [illegible] of [illegible] in the County of Hampshire [illegible] [illegible] [illegible] [illegible] against [illegible] the sd [illegible] of a Tract of Land lying in [illegible] aforesd at a place called [illegible] containing Six [illegible] Bounded Northeasterly on Land [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] & the Land [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] that sd [illegible] on [illegible] 10th 17[illegible] was lawfully seized of the said demanded premises in his Demesne as of Fee & by Deed of Mortgage ours day [illegible] [illegible] [illegible] sealed & delivered for good consideration did give grant bargain sell & convey the sd Demanded Premises with the appurtenances to sd Thomas [illegible] then [illegible] to hold the same to him his Heirs & assigns forever on condition however in said Deed [illegible] by force whereof sd Thomas became instantly seized thereof & ought so to have remained & that sd [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] into the [illegible] from thence without [illegible] & did disseize the sd Thomas & [illegible] & kept them out of the same & sd Elisha doth also [illegible] [illegible] [illegible] [illegible] thereof [illegible] to the Damage of sd Henry six ty pounds —— The Elisha [illegible] by [illegible] [illegible] [illegible] & the Deft [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] that said Gideon Lyman never disseized the said Thomas [illegible] in Manner & Form as set forth in the Declaration & thereof puts himself on the Country — [illegible] the sd Henry [illegible] [illegible] [illegible] on the [illegible] of the [illegible] [illegible] the Plea of sd Elisha is insufficient in Law & he is not by the Law of the Land obliged to make answer thereto & thereof prays Judgment — [illegible] sd Elisha consenting to sd [illegible] [illegible] [illegible] [illegible] [illegible] — All which being [illegible] & understood it appears to the Court that the Plea aforesaid of the said Elisha is a full & sufficient answer to the Declaration of the said Henry & that the sd Henry by his Plea aforesaid ought to receive Nothing, wherefore it is considered by the Court that sd Henry by his Plea aforesaid do receive Nothing but that for his [illegible] [illegible] Claim [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] by the Court [illegible] sd Elisha do recover against the said Henry his Costs taxed at [illegible] — Whereupon y said Henry by his Attorney aforesaid appeals from the Judgment of this Court to the [illegible] [illegible] Court [illegible] [illegible] North ampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with [illegible] [illegible] sd Henry [illegible] [illegible] his sd appeal with Effect ——

Timo. Newel of Sturbridge in the County of Worcester [illegible] Pltff Newell [illegible] Ebenezer [illegible] of [illegible] in the County of Hampshire [illegible] [illegible] [illegible] Defft. in a Plea of the Case, for that sd Ebenezer [illegible] [illegible] Blanford on January 10th 1788 by his Note under his hand for value recd promised sd Timothy to pay him or Order Seven pounds on Demand with Interest, yet sd Ebenezer tho' [illegible] [illegible] [illegible] hath the same hath neglected to the Damage of sd Timothy £18 —— The Pltff appears & the Deft tho thrice Times called to come into Court neither Defends [illegible] Appearance here Wherefore it is considered by the Court that sd Timothy do recover against sd Ebenezer Nine pounds ten Shillings [illegible] Lawll Damages & Costs of Suit taxed at £ [illegible] [illegible] [illegible] —

Execution [illegible] [illegible]

Nathaniel Rogers of [illegible] in the County of Hampshire [illegible]
[illegible] Stephen Rogers [illegible] Stove of Gilmanton in [illegible] County
by Stephen Rogers [illegible] for the sum of [illegible] pounds [illegible]
[illegible] pounds [illegible] the Ballance of the said
Note for that Benjamin on August 9th 1793. was justly indebted
to said Nathaniel in the sum of £14 — [illegible] for so much
land said with & expended to the use of said Benjamin [illegible]
[illegible] Yet said Benjamin the requested has never paid the same
but neglects & refuses to the Damage of said Nathaniel Eighteen pounds
The Plff appears & the Deft the three times called to come & answer
makes Default & Non appearance here Wherefore it is considered by
the Court that said Nathaniel do recover against said Benjamin
Fourteen pounds [illegible] Damages & Costs of suit taxed at
£1 1s 10d & thereof &c Exon Feb. 6. 1794

Leavitt Burbank Jan 22d 1794

Nathaniel Leaddens Leavitt of Sheffield in the County of Strafford Esqr
& Ivan Burbank of Grenville in the County of Hampshire Gentlemen Plaintiffs
in a plea of Debt that said Ivan render to said Leaddens Twenty pounds which he owes
& forever bound himself as is said & Charge [illegible] on
the Plff appears & the Deft the three times called to come
& Court makes Default & Non appearance here Wherefore it is
considered by the Court that said Leaddens do recover against said Ivan
the sum of Twenty pounds Ten shillings & four pence for Damages & Costs
of suit taxed at £1, 1, 7 & thereof &c Exon Feb 5 1794

Walker & Lathe Jan 22d 1794

Samuel Walker of Sheffield in the County of Strafford Esqr
& Joseph Lathe of the same Sheffield Yeoman Defendants
[illegible] £11, 8, 7 — Yet Non or Demand with Interest & Charges the
requested has never paid the same but neglects & refuses to the
damage of said Samuel Twenty pounds — The Plff appears & the
Deft the three times called to come & Court makes Default & Non
appearance here Wherefore it is considered by the Court that said
Samuel recover against said Defendants £15. [illegible]
Damages & Costs taxed at £1 [illegible] Exon Feb 6. 1794

Hoyt Jan 21. 1794

Jonathan Hoyt of Gorham in the County of Hampshire Yeoman Plff
[illegible] Gorham aforesaid Yeoman [illegible] Plff
[illegible] for Value received promised & Consider to pay him five barrels
one hogshead of rum & the other barrel containing one [illegible]
[illegible] the remainder in Pork &c
[illegible] Yet said Consider & [illegible] Damage of said Consider & [illegible]
[illegible] Defaulted & Non appearance here Wherefore it is considered
[illegible] Court that said Jonathan do recover against said Consider
[illegible] Damages & Costs of suit taxed
at £1 9. 16. 0 & thereof &c Exon Feb 6 1794

[illegible]

[illegible] requested & for Merchandise [illegible]
employed & for [illegible] the same
the requested has never paid the same
within twenty days [illegible]

against the said Stephen Cassidy [illegible] Damages & Costs [illegible]
Taxed at £ [illegible]

[illegible]

[illegible] Estate of Aaron Denio late of [illegible] County aforesaid deceased [illegible] Israel Gidion [illegible] Case for that Aaron aforesaid on the [illegible] day of [illegible] 1773 [illegible] promise & agree within 24 days [illegible] with Interest & although the said Aaron aforesaid on same day & year 1772 was [illegible] said Israel in the sum of £1. 2. 8 L.M. for sundry Goods [illegible] by said Israel to said Aaron at his request in consideration thereof said Aaron then & there promised to pay said Israel the same when on demand [illegible] requested to pay the same, or said Frederick since deceased of said Aaron hence never paid the same but neglected & refused to the Damage of said Israel £12 — The Plff appeared & the Deft the three times called to come into Court neither Defaulted nor appeared. Wherefore it is considered by the Court that said Israel do recover against said Frederick in his said Capacity twelve pounds with £30 Damages & Costs of Suit taxed at £1. 13. 7 & thereof &c

Abner Johnson of Chesterfield in the County of Cheshire & State of New Hampshire yeoman Plff v. Lerey Ward of Buckland in the County of Hampshire yeoman Deft in a plea of debt for that said Lerey owing & indebted to said Abner in the sum of £8 lawful money & being thereunto requested in the month June 1793 & since then & there promised to pay said Abner the said £8 when he should have received the same but neither paid the said £8 to the Damage of said Abner £8 — The Plff appeared & the Deft the three times called to come into Court neither defaulted nor appeared. Wherefore it is considered by the Court that said Abner do recover against said Lerey Ward twenty pounds nineteen shillings & nine pence with £30 Damages & Costs of suit taxed at £2. 12. 10 & thereof &c

Judgment April 14. 1794

Johnson v. Ward
Jan 23d 1794

Humbly shewing Abner Nedham that on December 28th last he sued out a Writ of Replevin & caused to be executed upon Stone the Property of said Abner & caused him to be duly summoned to appear at this time to answer to Gideon Badger in a plea of Replevin which Action the said Gideon gave Bond to prosecute & return the same Stone if such should be the judgment on said action. He has taken to prosecute said Action or return said Stone, in default for which judgment that said Stone be returned to him after his costs & that upon it is considered by the Court that said Stone be returned to said Abner & that said Abner do recover against said Gideon his costs expended £2. 10. & thereof &c

Nedham v. Badger
Jan 23d 1794

Humbly shewing Aaron Coleman Executor of the last will & Testament of Aaron Coleman late of Granville in the County of Hampshire deceased that the personal & the real Estate of said deceased was given in Legacy & devised to his exclusive use & benefit subject to the Amounts of £52. 19. 6 as specified in said Will & the Debts due from said Estate, Adm.t Expenses & Legacies of his given to the said Aaron exceed the Adm.t of the personal Estate & Credits exceeding what is given to the Widow & Daughter aforesaid. The sum of £63. 12. 2 He therefore prays the same be allowed to sell so much of said real Estate of said deceased subject to such payment by said Will as shall produce said sum & costs of sale &c. Which said petition being read with a Certificate of the Judge of Probate [illegible] & it being considered by the Court that the prayer of said petitioner be granted & he is empowered to sell so much of the real Estate of said deceased as shall produce the sum of sixty three pounds & he is hereby observing the direction of the law relative to such sales

Strong
vs
Smith
Jan. 24, 1794

Nehemiah Strong of Newtown in the County of Fairfield & State of Connecticut Gent. Plff. vs Warham Smith of Hadley in the County of Hampshire Yeoman Defdt. in a Plea of Debt — for that said Nehemiah at the Court aforesaid Feb. 1789 recovered judgment against said Warham for the sum of £93.18.2 Lawful Damages & £1.6.7 Costs of Suit & the Judgment has been duly rendered yet Execution doth remain to be made &c &c — The Plff appears & the Defdt. the Three called to come into Court makes Default of appearance — Wherefore it is considered by the Court that said Nehemiah do recover against said Warham Twenty eight pounds thirteen shillings & nine pence Lawful Debt & Costs of Suit taxed at £1.6.11 & Writ of &c

Bottwood vs Cook
Jan. 28, 1794

Ebenr. Bottwood of Amherst in the County of Hampshire Gent. Plff. vs. Moses Cook of Amherst aforesaid Yeoman Defdt. in a Plea of the Case for that said Moses at Amherst 1781 by his Note of Hand duly signed promised said Ebenr. to pay him on Order £8.13.4 Lawful on Demand with Interest yet said Moses tho requested has never paid the same but neglects & refuses to the Damage of said Ebenezer Sixteen pounds — The Plff appears & the Defdt. the Three called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that said Ebenezer do recover against said Moses Fifteen pounds eight shillings & six pence Lawful Damages & Costs of Suit taxed at £1.6.11 & Writ &c

Bottwood vs Dickinson
Jan. 25, 1794

Ebenezer Bottwood of Amherst in the County of Hampshire Gent. Plff. vs Nathaniel Dickinson Jr. of said Amherst Yeoman Defdt. in a Plea of the Case for that said Nathaniel at said Amherst on May 5, 1781 by his Note for Value received promised said Ebenezer to pay him on Order £2.15.6 Lawful on Demand with Interest yet said Nathaniel tho requested has never paid the same but neglects & refuses to the Damage of said Ebenezer Six pounds — The Plff appears & the Defdt. the Three called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that said Ebenezer do recover against said Nathaniel Two pounds fourteen shillings & six pence Lawful Damages & Costs of Suit taxed at £1.8.10 & Writ &c

Rice vs Rexford & Ormsbee
Jan. 25, 1794

Elisha Barber of Hartford in the State of Connecticut Merch. & Carson Rexford & Seth Rexford, late in the County of Windham & State of Vermont Merch. Plff. vs Rufus Ormsbee & Samuel Ormsbee of Deerfield in the County of Hampshire Yeomen Defdts. in a Plea of the Case for that said Rufus and Samuel on May 18th 1793 by their Note for Value received promised the said Plff. to pay them on Order £13.3.10 Lawful on Demand with Interest after one month yet they have never paid the same but neglected & refused to the Damage of said Plff. Twenty pounds — The Defdts. appear & the said Rufus accordingly the Three called to come into Court makes Default of appearance — Wherefore it is considered by the Court that said Elisha & Carson do recover against said Rufus & Samuel Ten pounds seven shillings & six pence Lawful Damages & Costs of Suit taxed at £2.0.9 & Writ &c

Execn. issued Feb. 8, 1794

Winter vs Field
Jan. 25, 1794

Timothy Winter of Croydon in the County of Grafton & State of New Hampshire Yeoman Plff. vs Enoch Field of Deerfield in the County of Hampshire aforesaid Yeoman Defdt. in a Plea of the Case for that said Enoch on September 2d 1788 by his Note for Value received promised the said Plff. to pay him on Order £15 Lawful on Demand with Interest yet said Enoch has never paid the same tho requested but neglects & refuses to the Damage of said Timothy £15 — The Plff appears & said Enoch the Three called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that said Timothy do recover against said Enoch Twenty pounds sixteen shillings & six pence Lawful Damages & Costs of Suit taxed at £2.0.1 & Writ &c

Execn. issued Feb. 6, 1794

David Wells & Hezekiah Goff both of Green hill in the County of Hampshire Yeomen Parties in a Rule of Reference by them entered into & acknowledged according to the Statute in such Case provided — Wells vs Goff

The Parties appear and the Referees by them chosen now send into Court their Award Viz that the said David do recover of the said Hezekiah [illegible] pounds twelve shillings & [illegible] pence & [illegible] costs of suit & pence [illegible] pounds eighteen shillings & [illegible] pence — Whereupon it is considered by the Court that the said David do recover against the said Hezekiah [illegible] pounds twelve shillings & two pence & [illegible] Damages & Costs of suit by the Referees taxed at £ 10, 6, 3 & thereof &c — Execution Feb. 1st 1794 — Jan (260) 1794

James Bell of Goshen in the County of Hampshire Yeoman Pltff vs Thomas Williams of Norfolk in the County of Litchfield Superior Court Defdt in a Plea &c as is at large set forth in the Declaration on file &c — Bell vs Williams Jan 262 1794

The Pltff appears by Wm Coleman his Attorney & the Defdt also comes here into Court & having made it appear to the Court that the Writ in this Case was altered after the issue thereof, it is considered by the Court that the same be quashed & that the said Thomas do recover against the said James his Costs taxed at Five pounds & six pence & thereof &c — Execution Feb. 8th 1794 —

Samuel Rhoads of Pelham in the County of Hampshire Yeoman & Jonathan Snow of Wickstown in the State of New York Yeoman Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case made & provided directs — Rhoads vs Snow Jan 263. 1794

The said Parties appear & the Referees by them chosen now send into Court their Award & do that said Jonathan pay to Samuel Three pounds three shillings — 15/ Cost of Court 9/ Cost of Reference & 2/ Cost of Evidence — Whereupon it is considered by the Court that said Samuel do recover against Jonathan Three pounds three shillings & 2/ Damages & Costs of Reference &c taxed at £ 1 6. 8 & thereof &c —

William More of Hartford in the State of Connecticut Gentleman Pltff vs Thomas Bell of Goshen in the County of Hampshire Gentleman Defdt in a Plea of the Case for that said Thomas on May 14. 1793. by his Note for Value rec.d promised the Pltff to pay him or Order £ 4. 13. 3 in three months with Interest — but he has never paid the same tho requested but neglects it to the Damage of said William — &c — The Pltff appears & the Defdt tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said William do recover against said Thomas Ten pounds five shillings & three pence &c 2/ Damages & Costs of suit taxed at £ 2. 2. 3. 4 & thereof &c — Execution Feb. 6. 1794 — More vs Bell Jan 263 1794

Enos Smith of Hinsdale in the State of New York Gentleman Pltff vs Timothy Smith of Sharon of Litchfield in the County of Litchfield Yeoman Defdt in a Plea of the Case for that said Timothy on June 3rd 1793 by his Note for Value rec.d promised the Pltff to pay him £ 5. 11. 0 on Demand with Interest — that said Timothy tho requested has never performed his said Promise but refuses to do it to the Damage of said Enos twenty pounds — The Pltff appears & the Defdt tho three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Enos do recover against said Timothy Five pounds fifteen shillings & four pence & Costs of suit taxed at £ 2. 4. 1 & thereof &c — Execution Feb 1st 1794 — Smith vs Smith Jan 264 1794

Blisset v. Chapin
Jan 28 1794

Alexander Bliss of Springfield in the County of Hampshire yeoman Pltff
Perez Chapin late of Granby in the same County Physician Deft
in a Plea of the Case for that s.d Perez on September 30. 1791 by his Note
for Value rec.d promised the Pltff to pay him or Order £5.5.4½ on
Demand with Interest yet the requested s.d Perez has never paid
the same but neglects & refuses to the Damage of said Alexander Ten pounds
The Pltff appears & the Deft the three Times called to come into Court
make Default of Appearance here Wherefore it is considered by
the Court that s.d Alexander do recover against the s.d Perez Six pounds
& one penny L.M.T Damages & Costs of Suit taxed at £1.18.9 & thereof
&c

Execution Feb.y 6.th 1794

Colton v. Ashley
Jan 27 1794

William Colton Innkeeper & Simeon Ashley Shopkeeper both of Springfield in the County of Hampshire, Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case provided directs — The Parties appear & the Referees by them chosen send into Court their Award Viz that s.d Simeon pay to s.d William Forty one pounds Damages in full of all Accounts Notes or Demands and Costs of Reference taxed at 17/3 & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that s.d William do recover against s.d Simeon Forty one pounds L.M.T Damages & Costs of Court & Reference taxed at £1.11.7½ & thereof &c

Execution Feb. 6. 1794

Barron v. Somers
Jan 27 1794

Ezekiel Barron of Cummington in the County of Hampshire Blacksmith and Elisha Somers of Northampton in the same County Gent.n Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case provided directs — The Parties appear & the Referees by them chosen now send into Court their Award Viz that s.d Elisha pay said Ezekiel £3.11.0 L.M.T Damages & £2.7.6 Costs of Reference — Whereupon it is considered that s.d Ezekiel do recover against s.d Elisha Thirty one pounds Three shillings L.M.T Damages & Costs of Court & Reference taxed at £3.14.10 & thereof &c — The s.d Ezekiel acknowledges satisfaction of the s.d Judgment —

Leonard v. Taylor
Jan 27 1794

Ezra Leonard Junr of Hardwick in the County of Worcester yeoman & Wm Taylor of Granby in the County of Hampshire yeoman Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case provided directs — The Parties appear and the Referees by them chosen send into Court their Award Viz that s.d Wm pay to s.d Ezra Costs of Reference amounting to £2.7.[illegible] & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that s.d Ezra do recover against s.d Wm the Costs of Court & Reference taxed at £3.18.10 & thereof &c

Execution Apr 14. 1794

Nivins & al v. Powers & al
Jan 28 1794

John Nivins Herman George Merrill Trader & Martha his wife in her right & George Merrill & Lucy his wife [illegible] all [illegible] in the County of Worcester [illegible] Wood and Silvanus Burr all of Greenwich in the County of Hampshire Yeoman Defts in a Rule of Reference by them entered into & acknowledged according to the Statute in such Case provided directs — The Parties appear and the Referees by them chosen send into Court their Award — That the Tract of Land called [illegible] by the Name of [illegible] [illegible] by me in the Northerly part of the Town of Greenwich [illegible] the said John George Martha Horace & Lucy as their Estate in fee simple & the [illegible] hereafter hold & enjoy the same free from any [illegible] Costs of Court taxed at £2.1.0 [illegible] for their Neglection of the Award [illegible] taxed at £3.14.0 & thereof &c

Humbly shewes John Bennett of Litchfield in the County of Hampshire Yeoman that on Dec. 8th last he recovered a judgment against Phillips Esq. against Daniel Cornwall of Rockland in the same County Yeoman for Damages & Costs taxed at £20.11.4 from which Judgment said Daniel appealed to this Court & has failed to prosecute the same. He therefore prays Execution may issue for the Damages & Costs with additional costs & interest. Whereon it is considered by the Court that said Bennett do recover against said Cornwall Fourteen shillings & 9d Damages & Costs of suit taxed at £2.7.10 & Execution thereof

Execution Feb. 17. 1794

Bennett vs Cornwall Jan 284 1794

Humbly shewes Calvin Lazel that in January 15th last he recovered a judgment against Stephen Warner of Buckland in the County of Hampshire Cordwainer before Phillips Esq. for £3.18.0 Damages & Costs taxed in £ from which judgment said Stephen appealed to this Court, which has failed to prosecute the same. He therefore prays Execution of said Judgment with additional Damages & Costs. And it is considered by the Court that said Calvin do recover against said Stephen Three pounds eighteen shillings & 9d Damages & Costs of suit taxed at £2.0.5 & 11 Execution thereof &c

Execution Feb. 17. 1794

Lazel vs Warner Jan 285 1794

Humbly shewes Levin Lewis Adm. de bonis non on the Estate of James Lewis late of Pelham in the County of Hampshire deceased that the Debts due from said Estate & the former & present Adm. accounts allowed for settling said Estate exceed the personal Estate of said Dec. in your hands of said Adm. £61.5.10 & therefore prays he may be licensed to sell so much of the real Estate of said Deceased at public Auction as shall produce said Sum with Costs of Sale which said Petition being read with a Certificate of the Judge of Probate of Wills &c for said County. It is thereupon considered by the Court that said Adm. be & he hereby is impowered to make Sale of so much of the real Estate of said Deceased as shall produce the Sum of Sixty pounds, he herein observing the Directions of the Law relating to such Sales

Lewis Adm. Petition for Sale & Order Jan 285. 1794

Humbly shewes Thomas Day Executor of the last Will & Test. of Luke Day late of Westhampton in the County of Hampshire deceased that the Debts due from said Estate & Expenses accounts exceed the personal Estate the Sum of £240.4.4¾ that the real Estate of said Deceased was appraised at £230.10. He therefore prays he may be licensed to sell so much of the real Estate of said Deceased as shall produce said Sum & Costs of Sale. Which being read with a Certificate of the Judge of Probate of Wills &c for said County It is considered by the Court that said Executor be & he hereby is impowered to make Sale of so much of the real Estate of said Deceased & shall produce the Sum of Two hundred & Eighty three pounds, he herein observing the Directions of the Law relating to such Sales

Day Exr. Petition for Sale & Order Jan 286 1794

Humbly shewes Thomas Whitney Adm. on the Estate of Israel Whitney late of Granville in the County of Hampshire deceased that the Debts due from said Estate & Adm. accounts allowed exceed the personal Estate £42.0.4½ He therefore prays he may be licensed to sell so much of the Real Estate of said Deceased as will produce said Sum & Costs of Sale &c. Which Petition being read with a Certificate of the Judge of Probate of Wills &c for said County & it is thereupon considered by the Court that the said Adm. be & he hereby is impowered to make Sale of so much of the real Estate of said Deceased as shall produce the Sum of Forty five pounds he herein observing the Directions of the Law relating to such Sales

Whitney Adm. Petition for Sale & Order Jan 287. 1794

Chapin Adm.
Pet. for Sale &
Order
Jan 28 1794

Hampshire ss. Rodrick Chapin Adm. on the Estate of Henry Chapin
late of Ludlow in the County of Hampshire dec. d that the Debts due from
said Estate & Adm. Ac. allowed exceed the personal Estate the sum of
£57 14 0 He therefore prays he may be licensed to sell so much of
the Real Estate of s. d Deceased as will produce s. d sum & Costs of Sale &
which said Petition being read with a Certificate of the Judge of Probate of
Wills &c for s. d County &c — It is considered by the Court that said Adm.
be & he hereby is empowered to make Sale of so much of the Real
Estate of s. d Deceased as shall produce the sum of Fifty five pounds
he herein observing the Directions of the Law relating to such Sales —

Paulk vs
Eddy
Jan. 29 1794

John Paulk of Ludlow in the County of Hampshire Yeoman and
Barnabas Eddy of South Brimfield in the same County Yeoman
Parties in a Rule of Reference by them entered into & acknowledged as the
Statute in such Case provided directs — The Parties appear and
the Referees by them chosen send into Court their award that the said John
Paulk have & receive from s. d Eddy the Disch Claim Deed of the said
Eddy & Mindwell his wife here with lodged in the Clerks Office of
the Court of Common Pleas he s. d Paulk lodging in s. d Office an attested
Copy of s. d Deed & further that s. d John pay & satisfy unto the
said Barnabas Eddy £48 15 10 L. M. Damages & Costs of Reference taxed at £7 7 10 Costs of Court to be taxed by the Court
& s. d award to be final between the s. d Parties — and thereupon it is
considered by the Court that s. d John may have the Deed aforesaid
filed as aforesaid, on filing a Copy according to the award — and
that s. d Barnabas do recover against s. d John Forty eight pounds
fifteen shillings & ten pence L. M. Damages & Costs of Suit taxed
at £8 12 10 L. Money &c

Exon. s. d Feb. 6. 1794 —

Bebee's Adm.
Pet. for Sale &
Jan 29 1794

Hampshire ss. Sam. l Merrick Adm. on the Estate of Daniel
Bebee late of Longmeadow in the County of Hampshire dec. d
that the whole of the Estate of s. d Deceased being real only is £20
& the Debts due from s. d Estate & Adm. which amounts to £16 11 5
He therefore prays he may be licensed to sell s. d whole &c — Which Petition being read with the Judge of Probate of Wills Certificate &c
it is considered by the Court that said Adm. be & he hereby is empowered to sell s. d whole of the Real Estate of s. d Deceased, he the s. d Adm.
herein observing the Directions of the Law touching such Sales —

Noble Adm.
Petition
Jan 29 1794

Hampshire ss. Gad Noble Administrator on the Estate of Samuel Noble late of
Westfield in the County of Hampshire dec. d and Abner Fowler of
Southwick in the same County Parties in a Rule of Reference
by them entered into & acknowledged as the Statute in such Case made
directs — The said Parties appear & the Referees in them chosen
send into Court their award that said Gad recover against s. d Abner
£20 5 0 L. M. Damages & Costs of Reference taxed at 10/ — Whereupon it is considered by the Court that
said Gad in s. d Capacity do recover against s. d Abner Twenty pounds
five shillings L. M. Damages & Costs of Suit taxed at £6 8 0 &
thereof &c

Exon. s. d Feb. 7. 1794 —

Fowler
vs
Fowler
Jan 29 1794

Daniel Fowler of Westfield & Abner Fowler of Southwick both in the
County of Hampshire Yeomen Parties in a Rule of Reference by
them entered into & acknowledged as the Statute in such Case made
provides — The Parties appear & the Referees in them chosen send
into Court their award that s. d Daniel do recover against
Abner £20 18 0 Damages & 11 0 Costs of Reference Costs of Court
taxed at [illegible] — Whereupon it is considered by the Court that
s. d Daniel do recover against s. d Abner Twenty pounds

Recd Feb 26 p. 1794

Dickinson's Adm'r Pet. for Sale & Order. Jan 29. 1794

Humbly shewes Daniel Cooley Adm'r on Hugh Dickinson late of Mons Dickinson intestate late of Cumberland in the County of Hampshire deceased that in July 1786 there was a Distribution of all the Estate in y'e hands of s'd Adm'r made among y'e Creditors excepting y'e Widow's Freehold Dower in y'e real Estate of s'd Deceased since which Time s'd Adm'r has applied Every Farthing of Land in s'd Cumberland for a Debt due to s'd Estate appraised at £80 & the remaining Debts due from s'd Estate amount to £78 15 0 He therefore prays to be allowed to sell s'd Land & also the Freehold in the reversion of the Widow's Dower in s'd Estate subject however to her improving the same during her Life for the purpose of paying y'e Remainder of Debts due from s'd Estate — Which s'd Petition being read with the Certificate of the Judge of Probate of Wills for s'd County — It is thereupon considered by the Court that s'd Adm'r be & he hereby is impowered to make Sale of the Land aforesaid together with that part of s'd Deceased's real Estate subject to y'e Widow of s'd Deceased reserving to her y'e Improvements thereof during her Life, for the purpose of paying the Debts due from said Estate he herein observing the Directions of the Law relating to such Sales

Morris's Ex'r Pet'n for Sale & Ord'r Jan 29. 1794

Humbly shews Rebecca Morris Widow & Relict of Daniel Morris late of Gilsborough in the County of Hampshire deceased & Executrix of his last Will & Testament that the Debts from s'd Estate & her Income for taking s'd Estate exceed y'e personal Estate & Credits the Sum of Sixty two pounds 3 5 exclusive of that part of personal Estate given to s'd Rebecca She therefore prays Leave to sell so much of that part of the real Estate of s'd Deceased which is not devised in s'd Will as shall produce the Sum of £62 3 5 & Costs of Sale which s'd Petition being read with a Certificate of the Judge of Probate of Wills for s'd County It is thereupon considered by the Court that s'd Executrix be & she hereby is impowered to make Sale of so much of the real Estate of s'd Deceased as shall produce the Sum of Sixty five, She herein observing the Directions of the Law relating to such Sales

Hopkins vs Marsh Jan 29. 1794

Hopkins shews to the Court that he has been before Thazer Porter Esq'r on Feb. 3d last he recovered a Judgment against Timothy Marsh of Same Hatley for the Sum of Eighteen Pounds & 3 Shillings Damages & Costs amounting in all to £19 11 from which Judgment the said Timothy appealed to this Court & has Entered a Recognizance to prosecute his Appeal &c. He therefore prays Elimination of Execution &c. [illegible] Recd Feb. [illegible]

Dunwell's Adm'r Pet'n for Sale & Order Jan 29. 1794

Humbly shews Daniel Dunwell Adm'r on the Estate of Isaac Dunwell late of Westfarms in the State of New York that [illegible] 1756 & that all Debts due from s'd Estate as reported by Commissioners amounting to £435 [illegible] & the Debts due to s'd Estate amount to £[illegible] which s'd Petition being read with a Certificate of the Judge of Probate of Wills for s'd County, It is thereupon considered by the Court that s'd Adm'r be & he hereby is impowered to make Sale of so much of the real Estate & [illegible] in his Petition he herein observing the Directions of the Law relating to such Sales

Cooke Compt
vs
Bragg
Jan 299 1794

Humbly shew John Cook of Deerfield in the County of Hampshire Yeoman that he was summoned before this Court to answer in an Action to Abial Bragg of Hancock in the County of Berkshire Yeoman that sd Abial hath neglected to enter his sd Action Wherefore sd John prays he may be allowed his Costs &c — Whereupon it is considered by the Court that sd John do recover against sd Abial his Costs taxed at £1..9..9 & thereof &c. Exeon issd Feb. 6. 1794 —

Cooley Compt
vs
Billings
Jan 300 1794

Humbly shews Daniel Cooley of Amherst in the County of Hampshire Esqr. that his Goods were attached & he summoned to answer to Joel Billings of the same Amherst Gentn. before this Court, & that sd Joel hath failed to ~~enter~~ his Action — sd Daniel therefore prays he may be allowed his Costs — And it is considered by the Court that sd Daniel do recover against sd Joel his Costs taxed at £1..15..0 & thereof &c Exeon issd Mar 11. 1794 —

Ingersol Admrs
Petn for Sale of
Estate
Jan 302 1794

Humbly shew Joseph Lyman & [illegible] Ingersol Admrs on the Estate of John Ingersol Esqr late of Westfield in the County of Hampshire decd that ye Amount of the personal Estate of sd Deceased is after deducting the Widows Allowance & Taxes is £155..18..0 & the whole Amot of the Real Estate is £126..1..0 & the Debts due from sd Estate is £844..12..8 They therefore pray Licence to sell ye whole of the Real Estate of sd Deceased subject to Incumbrance of the Widows Dower — Which said Petition being read with a Certificate of the Judge of Probate of Wills &c for sd County — It is thereupon considered by the Court that the Administrators aforesd be & they hereby are impowered to make Sale of ye whole of the Real Estate of sd Deceased for the purpose of paying ye Debts subject however to the Widows improving her Dower therein during her life — —

Chapin
vs
Bardwell
Jan 303 1794

Perez Chapin of Granby in the County of Hampshire Physician & Asa Bardwell of Whately in the same County Labourer Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case made & provided directs — The Parties appear & the Referees by them chosen send into Court their Award Viz That sd Asa is indebted to sd Perez £19..14..1 & the Costs of the Referees 27/ — And thereupon it is considered by the Court that said Perez do recover against sd Asa Nineteen pounds fourteen shillings & one penny & ill Damages & Costs of Suit taxed at £2..6..10 & thereof &c Execon issd Feb. 5 1794 —

Tilleston Compt
vs
Alpin
Jan 304 1794

Humbly shews Abel Tilleston of Granville in the County of Hampshire Yeoman that in a Court before [illegible] Harvey Esqr [illegible] he recovered Judgment against [illegible] Alpin [illegible] in the same County Gentn. for 12/6 Damages & [illegible] Judgment [illegible] appealed to this Court but hath failed to [illegible] the same [illegible] sd Abel prays affirmation of sd Judgment [illegible] And it is considered by the Court that sd Abel do recover against sd [illegible] twelve shillings & six pence [illegible] Execon issd [illegible]

Attys admitted
& sworn

Messrs. [illegible] Leavitt Junr, Solo. Stoddard Junr, Hezekiah Strong & [illegible] Ingersoll are severally admitted to be Attornies in this Court & take & subscribe the Oaths required by the Constitution & Laws of this State —

The foregoing [illegible] being made [illegible] the Court here [illegible]

Attt Robt Breck Cler. —

[illegible]

At the Court of Common Pleas holden at Worcester [illegible] 25th day of April [illegible] day to day till the 27th day of said month [illegible]

Justices of the said Court present

Edward Porter Esqr
John Pitts Esqr
Samll Mather Esqr
Samll Lyman Esqr
[illegible]
[illegible] Esqr
[illegible] Esqr

Jurors of Trials

Jonn Lyman Esqr — Gr
[illegible] — Stat
Moses Warner — Stat
Nath. Eaton — Green
Elisha Dewey 3d — Dan
[illegible] — Dan
[illegible] — Ric
[illegible] — Lem
Jona. Blake — War
Moses Johnson — Col
Aaron Haiden — Col
[illegible] — Col
[illegible] — Sta
Edmond Allen — Col

Joyal 2d & Dickinsons Bellogg
3 [illegible] & Eaton
3 [illegible] & [illegible]
3 [illegible] & Porter
4 Lyman & Mather
5 Bellwood & Ransom

[illegible]

[illegible] Pratt Esqr [illegible] Dickinson [illegible] Jos. Pitts [illegible]

[illegible] Dickinson [illegible] Church de Sept. 28 1792

[illegible] Reservation [illegible] Declaration [illegible] Mathew [illegible] Gilbert [illegible] Plea aforesaid [illegible] Mathew [illegible] Plea aforesaid [illegible]

[illegible] Court to two [illegible] Mathew [illegible] Plea aforesaid [illegible] Court [illegible] Mathew [illegible]

Field
vs.
Sept 15 1793

[illegible]

Dickinson Exr
vs
Chellogg Exr
Sept 1793

[illegible]

Lee et
vs
Pettit
Jan 1793

[illegible]

Clement Malcolm
vs
[illegible]
[illegible] 1793

[illegible]

Ground
vs
[illegible]
[illegible] 1793

[illegible]

in Manner & Form as set forth in the Declaration & thereupon the Defendant by the Court put his Plea to issue upon which issue & joinder in pleading Plaintiff & Defendant by their respective Attorneys did rest & issue, and Recognizance the Defendant by his Attorney appealed for a Trial of this Court & the same was accordingly granted & Bail given & the said in the County aforesaid on the fourth day of March & he recognizes & Stands as Bail & Security for the said Defendant in the Appeal

John Walker Pltff vs Enos Baker Deft in a Plea of Assumpsit Pltff Walker vs
here before & and now at this Time neither Party Plaintiff nor Defendant called to come into Court & make their appearance here Baker
this Case is dismissed Jan 10. 1793

Daniel Shing Pltff vs Timothy Younglove Deft in a Plea of Assumpsit Shing vs
here before & and now the Parties being three times Youngloves
called to come into Court do not appear & therefore this Case is Jan 28 1793
dismissed

Elvarney Howe Pltff vs Nathan Kingsley Deft in a Plea of Assumpsit Howe vs
of Record here before & and now the Parties being three times Kingsley
called to come into Court do not appear & therefore this Case is Jan 22. 1793
dismissed

Warham Parks of Westfield in the County of Hampshire Esqr Parks & ux
Pltff vs Nathaniel Wood late of London in the County of Berkshire Yeoman Wood
Deft in a Plea of the Case for that the said Nath.l at Blanford in the County May 34. 1793
of Hampshire on April 9. 1785 by his Note for Value received promised the Pltff to pay him or Order £16. 17. 5 Lawful on Demand with Interest Also for that the said Nath.l at Blanford on April 9th aforesaid being indebted to the Pltff in another Sum of £16. 17. 5 Lawful for the Letter and had received of the Pltff there in Consideration thereof promised the Pltff to pay unto the said one on Demand the last Sum Pltff's Nath.l the required has never performed either the Promises but neglects & refuses to the Damage of the said Warham & hurtfully formed. This Case was commenced in May Term A.D. 1793 & continued from Time to Time for Judgment & now the said Warham & wife appear for Judgment & it is considered by the Court that the said Warham do recover against the said Nathaniel the Debt aforesaid & Costs of suit taxed at £ [illegible]

Oliver Edgarton & James Chamberlain both of East Windsor in the Edgarton & al
County of Hartford & State of Connecticut Yeomen Pltff vs Elisha Porter
of Hadley in the County of Hampshire Esqr & Sheriff of the same Porter & al
County Deft in a Plea of the Case for that the said Oliver & James at a May 111 1793
Court before Eleazer Porter Esqr Justice of Peace on January 15. 1789 recovered Judgment against Joel Billings of Amherst in the said County of Hampshire for £[illegible] Debt & [illegible] Costs of Suit by the said [illegible] which remains still [illegible] & Hadley aforesaid on October [illegible] & [illegible] which Process & Judgment directed to the Sheriff of the County of Hampshire or his Deputy with the Debt of Nineteen Pounds Ten Shillings & Deputy Sheriff under the said Elisha to be by him executed & Return [illegible] according to Duty of his said Office [illegible] of the Punishment of said Judgment never caused the said Sum mentioned in said Execution to be paid & delivered to the Pltff or make Return of said Execution but neglected & to do [illegible] Costs & Damages [illegible] Costs & Damages [illegible] This Case was commenced in May Term 1793 and continued to this Time and now the said appear by Moses [illegible] Esqr their Atty & the Deft by Simeon Strong Esqr his Atty comes & Defends the Force & Injury & Since

[illegible] the Defd Moses Cook is not guilty in manner & form as the Plff hath alledged against him & the Defdts further say that they are not guilty of the trespass [illegible] & the Defdts [illegible] — [illegible] the same returned was impannelled & sworn as to all the issues joined between the parties who upon their Oath do say that the said Moses Cook is not guilty in manner & form as the Plff hath in his Declaration — and the Jurors are ordered by the Court that the said Plff do recover against the Defdts his costs & damages by them sustained by — Whereupon the Defdts by their Atty in open Court prayed an appeal from the Judgment of this Court to the Superior Judicial Court to be holden at Northampton within & for said County on the fourth Tuesday of September next & he recognizes with Surties as the law directs for Oliver & Samuel prosecuting the Appeal with Effect &c

Smith appt
v
Frazier
Dec 19. 1793

Warham Smith of Hadley in the County of Hampshire Yeoman Appellant & Francis Frazier of the same Hadley Taylor Appellee from the Judgment of Eleazer Porter Esq. Justice of the Peace in & for said County in which Case the Plff Francis was Plff & Defdt Warham Defdt in a Plea of Trespass as is at large set forth in the Declaration on file. This Appeal was entered at the last May Term & continued to this time & September Term last the said Parties appeared & agreed to refer this Case to the Judgment & Determination of Ebenezer Mattoon Esq. Zibina Montague & Pruggles Woodbridge — and now the said Parties appear & the Referees by them chosen do rend into Court their award that the Plff Francis do recover against the Defdt Warham Two pounds Damages & Costs of Reference £1-15-9 and the report is considered by the Court that the Plff Francis do recover against the Defdt Warham Two pounds Lawful Damages & Costs of Suit taxed at £4-2-4 & Execution ~~May 28~~ July 2. 1794

Barber
v
Campbell
Dec 15. 1793

Jeriah Barber of Windsor in the County of Hartford & State of Connecticut Admr with the State of Jeriah Barber late of Windsor deceased Plff vs James Campbell & James Campbell Jun. & Gardner Campbell all of Hampshire in the County of Hampshire Defdts in a Plea of the Case for that the said Defdts at Southwick on December 28th 1791 by their Note for Value promised the said Jeriah then alive to pay him £8-13-0 Lawful worth of Hides & Grain by February 15th then next with Interest — yet the said Defdts tho requested never paid the same to the said Jeriah in his Life Time or to his said Admr since his Decease but neglect & to the Damage of the said Admr Twenty pounds — This Case was commenced at the May Term 1793 and now at this Term the Plff appears & the Defdts Gardner Campbell having been called & defaulted & moves for Judgment — And it is considered by the Court that the said Jeriah Admr aforesaid do recover against the said Gardner one of the Defdts of whom only Service has been made Nine pounds eighteen shillings & one penny Lawful Damages & Costs of Suit taxed at £4-2-4 & Execution May 28. 1794

Frear
v
Winchel
Sept 2 1793

Jesse Frear of Westfield in the County of Hampshire yeoman Plff vs Jacob Winchel of the same Westfield Yeoman Defdt in a Plea of Trespass as is at large set forth in the Declaration on file & — This Case was commenced at the Term of the Court in the Year [illegible] & continued to this Term when the Plff being twice called to come into Court & Default & Default & Default & [illegible]

[illegible] Appellant
v
[illegible]
[illegible] 30. 1793

[illegible] Appellant [illegible] Hampshire yeoman Appellant [illegible] Hartford & State of Connecticut [illegible] from the Judgment of [illegible] Justice of the Peace [illegible] the said Defdt [illegible] Plff [illegible] Plea of [illegible] as is at large set forth in the Declaration on file & — This Case was commenced at the Term of the Court in the Year [illegible] & continued to this Time & now the said Parties appear & agree to refer this Case to [illegible] Damages & Costs of Reference [illegible] report [illegible] Damages & Costs of Reference [illegible]

by the Court that said John do recover against said Stephen twelve shillings & £ 100 Damages & Costs of Suit by him expended & Execution May 28. 1784

Stephen Bates of Heath in the County of Hampshire Physician Plff at John Clark late of Chardmouth in the same County Yeoman an absent and absconding Debtor & Nathaniel Elton of the same Chardmouth Yeoman Defts in a Plea for that the Plff Bates & Clark Sept. 24. 1783

Monies liquid & due & owing by the Defts in a Plea for that the said John & Nathaniel on the 1st day of July 1783 were indebted to the said Stephen in the Sum of £4..16..0 & £10 for Work & labour by him done & performed & for Medicines & Physick & provided administered & applied in Consideration whereof the said John then & there promised the said Stephen to pay him the same when he was thereunto requested but neglected & refused to the Damage of the said Stephen & six pounds, which has accrued as it further doth appear by the Complaint on File &c This Case was commenced at September Term last & when the said Nathaniel the Summons & Plea Times called to come into Court made Default of Appearance here and the Case was continued from Term to Term as the Statute requires & this time now the said John being the Times called to come into Court make Default of Appearance here Whereupon it is considered by the Court that said Stephen do recover against the said John Forty shillings & £ 100 Damages & Costs of Suit by him expended ab £3..16..5 & thereof &c

Execution May 28. 1784

Thomas Archer Richard Minchin Jun & Stephen Ingersol all of Petersfield in the County of Hampshire Yeomen Appellants vs Jonathan Bailey of West Tarring aforesaid in the County aforesaid Yeoman Appellee from the Judgment of Hampshire Court as is at large set forth in the Appeal on file &c Sept. 24. 1783

This Appeal was entered at September Term last & continued to this Time & now neither Party appearing this Case is dismissed —

Jared Farnum of Northampton in the County of Hampshire Yeoman Plff at Abedad Pomeroy & David Pomeroy both of Northampton aforesaid Yeomen Defts in a Plea of the Case for that the said Abedad & David on May 25. 1783 & their Note for Value received promised the said Jared to pay him Fifteen pounds on Demand with Interest which they requested but neglected & refused to the same Damage of the said Jared £15 — This Case was commenced at September Term 1783 when the Plff appeared & the Defts the Plea Times called to come into Court made Default of Appearance in Court & the Case was continued to this Time for Judgment & now the Plff appears & moves for Judgment & it is considered in the Court that said Jared do recover against the said Abedad & David Fifteen pounds eighteen shillings & £ 100 Damages & Costs of Suit expended ab £3..1..1 & thereof &c — Execution June 2d 1784 — Feb 25. 1783

The Trustees of the Congregation Society in Warwick in the County of Hampshire Plff at Bela Arnett of Greenfield in the same County Bricklayer Defts in a Plea of the Case for that the said Arnett at the said Warwick on July 14th 1783 by his Note for Value received promised one James Ball Caleb Hayes Samuel Langley Nathan Holmes & Nathaniel Jones Trustees & their Successors to pay them or their Successors the Sum of Ten pounds & 100 & the Interest annually by December 28. then next in Church & in the Use of said Society which said Bela has never paid the same but neglected & refused to the Damage of said Plaintiffs & Plaintiffs Sept. 30. 1783

This Case was commenced at September Term last & continued to this Time and now

Butler
v
Maxwell et al
Sept. 78. 1793

William Butler of Northampton in the County of Hampshire Gent. Pltff. in a Plea of Trespass on the Case against in the same County & Pltff in a Plea as is set forth in the Declaration on file &c. Neither Party appearing the Case is dismissed

Paine &
Dickinson Adm.
Sept. 90 1793

Elisha Paine of Williams Burgh in the County of Hampshire Physician Adm. of Peter Dickinson late of Plainfield in said County Gent. deceased Dr. Elisha Paine of Windsor Husbandman Exec. & Trustee of Eleazar Dorr in a Plea &c. as is at large set forth in the Declaration. This Case was commenced here & continued to this time. And now neither Party appearing this Case is dismissed

Ranson
v
Taylor
Sept. 82 1793

Elisha Ranson of Shelburne in the County of Hampshire Gent. Pltff. Against Taylor of Northampton in the same County Gent. Deft. in a Plea of Case as is set forth in the Declaration. This Case was commenced at Sept. Term 1793 & continued to this time & now the Pltff being three times called to come into Court in Norwich & the Deft. appearing not for his Costs sick is considered by the Court that Pltff do recover against Deft Elisha his Costs taxed at £1.18.0 & Execution &c.

Execution May 30 1794

Lamb Ingersoll
v
Samuel Warner
Sept. 22. 1793

Zachariah Huntington of Norwich in the County of Norwich in the State of Connecticut Trader & Elisha Samuel Warner Gent. Pltff. in a Plea of Trespass against Samuel Warner Deft. in a Plea of Case &c. that Samuel at Norwich to wit at Palmer on December 27. last by his Note Value received promised & Zachariah to pay him £26.5.9 lawful Money on Demand with Interest yet said Samuel tho requested has not paid the same but neglects & refuses to pay Damage of Zachariah Forty Pounds. This Case was commenced at September Term last & continued to this time & now the Pltff appears & the Deft being three times called to come into Court & not appearing &c. Wherefore it is considered by the Court that Zachariah do recover against said Samuel Twenty two Pounds ten shillings & six pence & his Damages & Costs of Suit taxed at £3.9.11 & Execution &c.

Execution May 26th 1794

Thompson
v
Green
Sept. 100 1793

Noah Thompson of Palmer in the County of Hampshire Woman Pltff. against William Green of Petersham in the County of Worcester Gent. Deft. in a Plea &c. as is at large set forth in the Declaration on file &c. This Case was commenced at September Term 1793 & continued to this time & now neither Party appearing this Case is dismissed

Hill Appt.
v
Clap Appellee
Sept. 119. 1793

Elisha Hills of East Hartford in the County of Hartford in State of Connecticut Gent. Appt. against Clap of Northampton in the County of Hampshire Woman Appellee from the Judgment of Samuel Porter Esq. on which Case said Elisha was Pltff & said Appellee Deft in a Plea &c. as is at large set forth in the Papers on file &c. This Appeal was entered at Sept. Term last and continued to this time & the said Parties appear by their Attys. and enter into a Rule of Court that this Suit was at this same Term discharged & that said Clap be called to come into Court in ten Days after Date of Judgment &c. Whereupon the Court in Consideration of the Court that said Elisha do recover against said Clap Twelve Shillings of lawful Money & Costs taxed at £3.9.11 & Execution &c.

Execution May 29th 1794

Thompson
v
Thompson
Sept. 130 1793

Abel Thompson late of Hampshire County Woman Pltff. against Thomas Thompson late of Hampshire County Woman & Trustee of Frank the Palmer Woman Deft. in a Plea of Trespass &c. as is at large set forth in the Plaintiff's Declaration on file &c. This Case was commenced at September Term last & continued to this time. The Parties agreed to refer their Cause to the Judgment & Determination of Elisha Mattoon & William Hulburd. And now the Parties appear & for the Plaintiff Lucy Thompson & for the Defendant Thomas Thompson &c.

one of the Defts now being in Court & prays he may be received into Custody & that he ye Pltfs may be discharged and ye Prisoner is according ly committed &c — And the Defendants & surety now being into Court their Recognizance & Bond & Judgment & Execution & Bond Nine pounds lawful money Damages — Costs of suit & Prince taxed at £5. 0. 1 Costs of Court to be taxed by the Court — And thereupon it is considered by the Court that ye Pltff do recover against ye Prince & Rupus Nine pounds of lawful money Damages & Costs of Court & taxed at £ & thereof &c —

Isaac Rashburn of Hadley in the County of Hampshire Gent. Pltff. in Error
vs Elijah Smith of Hadley in the same County Appellee from the Judgment of John Hastings Esq. Justice &c in which Case said Elijah was Pltff & Isaac Defdt in a Plea &c as is at large set forth in the Declaration on file &c — This Case was commenced at the Eighth Term last & continued to this Time — And now at this Time neither Party appearing in Court this Case is dismissed —

Rashburn vs Smith
Sept. 187. 1793

[illegible] Court [illegible]
[illegible] Plaintiff [illegible] Defendant [illegible]
[illegible] Plaintiff [illegible] Defendant [illegible]
[illegible] Plaintiff [illegible] Defendant [illegible]
his Note for Value received promised the Pltff to pay him or Order Three pounds lawful money on Demand with Interest also that said Defendant promised the Pltff to pay him or Order Seven pounds Sixteen shillings & two cents lawful money on Demand with Interest for the Value of Goods of said Date &c. Value received promised the Pltff to pay him on Order Three pounds lawful money on Demand with Interest & yet Nathaniel the requested has never performed his said Promises but doth refuse to do it to the Damage of the said Plaintiff &c and this Case was commenced at the Feb. Term & continued to this Time & now the Pltff appears & the Defdt the third Times called to come into Court & Defence & Appearance here Wherefore it is considered by the Court that said Alexander do recover against said Nathaniel Nine pounds four shillings & one penny Debt Damages & Costs of Suit taxed at £ 2. 11. 2½ & thereof &c

Jan 2. 1793

[illegible] May 26 1794

David Chamberlain of Chandersbrook in the County of Columbia in the State of New York merchant Plaintiff in Error vs Nicholas Bottsford of Southampton in the County of Hampshire Blacksmith Defdt in a Plea of the Case

Bottsford
Jan 3. 1794

[illegible] Value received promised the Pltff to pay him or Order on demand [illegible] Value received [illegible] Pence & [illegible] of New York with lawful Interest & Pltff [illegible] Defdt often requested he never performed his said Promise but to do it to the Damage of said David £15 [illegible] Term & [illegible] Defdt the three Times called to come into Court & makes Default of Appearance here Wherefore it is considered [illegible] said Nicholas Eleven pounds [illegible] & Costs of Suit taxed at £3. 0. 10 & thereof &c

Woodward vs Henry
Jan 5. 1794

Jonathan Woodward of [illegible] County of Hampshire Gent. Pltff in Error vs Joseph Henry of the same County Gent. Defdt in a Plea of the Case as is at large set forth in the Declaration on file &c This Case was commenced at [illegible] Term [illegible] called is [illegible] & the Case is dismissed

Hall vs Gillet
Jan 7. 1794

John Hall of Wilmington in the County of Windham & State of Vermont Pl[illegible] [illegible] Gillet of Middlefield in the same County Trader Deft in a Plea [illegible] as is set forth in the Declaration on file &c. This Case was commenced the last Term when the Deft made Default of appearance in Court & the Case was continued to this Time And now the Pl[illegible] being called to come into Court is Nonsuit & the Action is dismissed —

Bal[illegible] vs Robinson
Jan 13. 1794

[illegible] Patterson Luke Barney Gent. of Chesterfield & Samuel [illegible] of Wilmington Gent. all in sd County of Hampshire Pl[illegible] vs [illegible] Robinson of [illegible] aforesaid yeoman Deft in a Plea [illegible] as is set forth in the Declaration on file &c. This Case was commenced at the last Term when the Pltffs appeared & the Deft being called made Default of appearance in Court & the Case was continued to this Time And now the Pltffs being three times called to come into Court are Nonsuit & the Case is dismissed

Houghton vs Alexander
Jan 13. 1794

Edward Houghton of Guilford in the County of Windham & State of Vermont Trader Pltff vs Solomon Alexander of Leyden in the County of Hampshire Gent. Deft in a Plea of the Case for that sd Solomon on Decr 10th 1792 by his Note for value recd promised sd Edward to pay him Twenty [illegible] pounds, and by his other Note of the same date promised sd Edward to pay him Thirty three pounds with [illegible] — Also for that sd Solomon on Feb 7 1793 by his Note for value recd promised sd Edward to pay him or Order £ 24.18.6 [illegible] on Demand with Interest — yet sd Solomon tho requested has never paid either his promises aforesaid but neglects it to the Damage of sd Edward two hundred pounds — This Case was commenced at the last Term when the Pltff appeared & the Deft [illegible] to come into Court made Default of appearance in Court & the Case was [illegible] to this Time And now the Pltff appears & prays Judgment &c. it is considered by the Court that sd Edward do recover against sd Solomon [illegible] [illegible] [illegible] [illegible] [illegible] Costs of suit taxed at £3.9.1 & [illegible] [illegible] Exec[illegible] May 28 1794

Cornwell vs [illegible]
Jan 20. 1794

[illegible] Cornwell of [illegible] [illegible] in the County of Hampshire [illegible] [illegible] [illegible] [illegible] [illegible] in the same County [illegible] Deft in a Plea &c. as is set forth in the Declaration on file &c. This Case was commenced at the last Term & continued to this Time And now neither Party appearing in Court this Case is dismissed

Farmer vs Barney
Jan 20. [illegible]

George Farmer of Chesterfield in the County of Hampshire [illegible] [illegible] Barney of Chesterfield in the same County [illegible] [illegible] [illegible] [illegible] as is set forth in the Declaration on file &c. This Case was commenced at the last Term & continued to this Time And now neither Party appearing in Court this Case is dismissed

[illegible] vs [illegible]
Jan 22. 1794

[illegible] of [illegible] in the County of Hampshire and [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] 1793 yet sd Solomon tho requested has never paid the same but neglects it to the Damage of sd [illegible] Eighty pounds This Case was entered at the last Term & continued to this Time And now the Pltff appears & the Deft [illegible] to come into Court makes Default of appearance [illegible] [illegible] it is considered [illegible] [illegible] [illegible] [illegible] said Solomon [illegible] [illegible] [illegible] [illegible] Damages & Cost of suit taxed at £[illegible] [illegible] [illegible] [illegible] 28

Sandwell vs Randell
Jan 27 1794

[illegible] [illegible] of [illegible] in the County of Hampshire yeoman Pltff vs [illegible] Randell of Chesterfield in the same County Gent. Deft in a Plea [illegible] as is set forth in the Declaration on file &c. This Case was commenced at the last Term & continued to this Time And now neither Party appearing the Case is dismissed

Samuel Barnet [illegible] in the County of Hampshire [illegible]
[illegible] Declaration on File — This Case was commenced Barnard
[illegible] at the last Term & continued to this Time — And now neither Party [illegible] Weth[illegible]
appearing this Case is dismissed — June 3d 1734

[illegible] in the County of Hampshire [illegible]
[illegible]
[illegible]
[illegible] was [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] last Term & continued to this Time — And now the [illegible]
appears & the [illegible] tho three Times called to come into Court makes [illegible]
Default [illegible] Wherefore it is considered by the Court that the [illegible]
[illegible] recover against the [illegible]
[illegible] in his [illegible] [illegible] shillings & [illegible]
[illegible] seventy [illegible] June 22d 1734

[illegible] in the County of Hampshire Spinster [illegible] Belding [illegible]
[illegible] Williams [illegible]
[illegible] Case for that the sd [illegible] 30 pounds
[illegible] on October 8th 1731 by their
Note for Value recd promised the sd Clarissa [illegible]
pounds [illegible] from the [illegible]
[illegible] with lawful Interest after the [illegible]
[illegible] was [illegible]
ber 14 1731 [illegible] to the Damage of the sd Clarissa [illegible] pounds —
This Case was commenced at the last Term of this Court & continued to this Time — And now the Pltf appears & the Deft tho three
Times called to come into Court makes Default [illegible] Wherefore it is considered by the Court that the sd Clarissa do recover
against the sd [illegible] Williams [illegible] pounds [illegible] shillings & three pence
Lawll money Damages & Costs of suit taxed at £ 2..8..1 [illegible]
Exec issd July 2d 1734 —

Eli Bliss of Hartford in Hartford County & Colony of Connecticut [illegible] E Bliss
[illegible] of [illegible]field in the County of Hampshire [illegible] N Bliss
[illegible] as is set forth in the Declaration on Jan. 3. 1734
File — This Case was commenced at the last Term when the [illegible]
appeared & therefore [illegible] three times called to come into Court makes
Default of Appearance here & the Case was continued to this time
And now the Pltf being three Times called to come into Court is
Nonsuit & the Action is dismissed

John Holton of Northfield in the County of Hampshire [illegible] Holton [illegible]
[illegible] by his Note for Value rec [illegible] 1734
[illegible]
[illegible] James on January 12 [illegible] his Note [illegible]
[illegible] promised the Pltf [illegible]
[illegible]
[illegible] to the Damage of [illegible] pounds —
This Case was commenced at the last Term [illegible]
And now the Pltf appears & the Deft tho three Times called to come
into Court makes Default of Appearance here [illegible]
considered by the Court that [illegible]
[illegible] Damages & Costs of suit
taxed at £ 2..17..5 [illegible] Exec issd May 2d 1734

David Barber of Northfield in the County of Hampshire [illegible] Barber
[illegible] Samuel Mattoon [illegible] of the same Northfield [illegible] Mattoon [illegible]
[illegible] is at large on File — This Case was commenced at [illegible]
the last Term & continued to this Time & now neither Party ap-
pearing this Case is dismissed

Hill v. Parkhurst
Jan 29. 1794

David Hill of Grange in the County of Hampshire Gent. Pltff v. Ebenezer Parkhurst of Milford in the County of Worcester Husbandman Deft in a Plea de as is at large on File &c. This Case was commenced at the last Term & continued to this Time & now neither Party appearing this Case is dismissed

Barlow v. Eldrid
Jan 30 1794

Aaron Barlow of Bernard in the County of Windsor & State of Vermont Gent. Pltff v. Samuel Eldrid of Hawley in the County of Hampshire Husbandman Deft in a Plea de as is at large set forth on File &c. This Case was commenced at the last Term & continued to this Time. And now neither Party appearing this Case is dismissed

Avery v. Sherman
Jan 30 1794

Oliver Avery of Charlemont in the County of Hampshire Gent. Pltff v. George Sherman late of the same Charlemont Gent. Deft in a Plea of the Case for that S. George on February 28th 1793 by his Note per Value received promised the Pltff in Order & Sixteen pounds to be paid in neat Cattle or thirteen pounds ten shillings in Money on October 15th then next yet said George the requested has never paid the same but neglects & refuses to the Damage of S. Oliver Twenty pounds. This Case was commenced at the last Term & continued to this Time. And now the Pltff appears in the Deft. to this Time called to come into Court makes Default & Default. Wherefore it is considered by the Court that S. Oliver do recover against S. George Sixteen pounds two shillings & six pence lawful Money Damages & Costs of Suit taxed at £ 3. 0. 11 & Execution &c. Execution ye 30 May 1794

Dickinson v. Ellery
Jan 31. 1794

Noah Dickinson of Gorham in the County of Cumberland & State of Connecticut Gent. Pltff v. Samuel Ellery of Hilbraham in the County of Hampshire Yeoman Deft in a Plea de as is at large set forth on File &c. This Case was commenced at the last Term when the Parties appeared & rested on a rule of Reference as may be seen on File. This Case was continued to this Time. And now neither Party appearing this Case is dismissed

Springfield v. Springfield
Jan 31. 1794

The Inhabitants of the Town of Springfield in the County of Hampshire Pltff v. The Inhabitants of the Town of Springfield in the same County Deft in a Plea de as is at large set forth in the Declaration on File &c. This Case was commenced at the last Term & continued to this Time & now the Parties being called to come into Court do not come & therefore the Suit is dismissed

Wood v. Wilson
Jan 31 1794

Ebenezer Wood of Hilbraham in the County of Hampshire Gent. Pltff v. William Wilson of Hilbraham aforesaid Gent. Deft in a Plea de as is at large set forth in the Declaration on File. This Case was commenced at the last Term & continued to this Time. And now neither Party appearing in Court the Case is dismissed

Bigelow v. Bigelow
Jan 10. 1794

Peter Bigelow of Southampton in the County of Hampshire Gent. Pltff v. Nathaniel Bigelow late of Westfield in the same County Husbandman Deft in a Plea as is at large set forth on File &c. This Case was commenced at the last Term. And now neither Party appearing in Court the Case is dismissed

Gilbert v. Barnes
Jan 10 1794

Samuel Gilbert Widow & Daniel Gilbert Gent. Executors of the last Will & Testament of Joseph Gilbert late of Southampton in the County of Hampshire Husbandman Pltff v. Barnabas Barnes of Southampton aforesaid Yeoman Deft in a Plea of the Case for that S. Daniel & S. Barnabas on May 6th 1790 by his Note by them promised S. Joseph in his Life Time to pay him on Order Five hundred & Sixteen Dollars & Twenty Cents with Interest & demanded the same of the said Deft & yet he neglects & refuses to pay the said Joseph in his Life Time or Executors since the Decease of the said Joseph Damage Suit & Interest but wrongfully & to the Damage of the said Pltff Twenty pounds. This Case was commenced at the last Term & continued to this Time & now neither Party appearing this Case is dismissed

Jesse Lewis of Monson in the County of Hampshire Clerk Plaintiff
Learned of Brookfield in the County of Worcester Esq. Defendant in Debt as is
a Plea of Debt in the Declaration on Plea. This Case was com-
menced at the last Term & continued to this Time & now neither
Party appearing this Case is dismissed

Jesse Lewis
Jan 13. 1794

Deriah Foster of Brookfield in the County of Worcester Esq. Plaintiff
vs Benjamin Farmin of Wilbraham in the County of Hampshire
Clothier Defendant in a Plea of the Case for that said Benjamin on
February 24. 1791 by his Note for Value rec'd promised the Plaintiff
to pay him or Order Nine pounds Fourteen Shillings on Demand
with Interest. Also for that said Benjamin on May 31. last was and
stood to the Plaintiff in the sum of £ 32. 8. for so much the Plaintiff
& to his use by said Benjamin rec'd & in Consideration thereof the
said Benjamin promised said Deriah to pay him the same on Demand. Yet said
Benjamin the requested has never paid the same but neglects
to the Damage of said Foster Seventy pounds. This Case
was commenced at the last Term & continued to this Time
and now the Plaintiff appears & the Defendant three times called to come
into Court makes Default of Appearance here Wherefore it is
considered by the Court that said Deriah do recover against said
Benjamin Eleven pounds ten Shillings & two pence Lawful Money
Damages & Costs of suit taxed at £ 2. 3. 4 & thereof &c

Foster Ex vs Farmin
Jan 18 1794

Execution May 26. 1794

Jeremiah Jackson of Leverett in the County of Hampshire Yeoman Plaintiff
vs Charles Lapenne late of Abington in the County of Windham Defendant
Debt in a Plea of the Case for that said Charles on August 1. 1792 by
his Note for Value rec'd promised the Plaintiff to pay him or Order on Demand
the sum of One hundred pounds Lawful Money on August 1. then next
with Interest. Yet said Charles the requested has never paid the same but
neglects to the Damage of said Jeremiah Ninety pounds. This Case was commenced at the last Term & continued to this
Time and now the Plaintiff appears & the Defendant three times
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said Jeremiah do recover
against said Charles Two hundred & Thirty pounds Lawful Money
Shillings Lawful Damages & Costs of suit taxed at £ 2. 10. 1
& thereof &c

Jackson vs Le Fosten
Jan 28. 1794

Execution May 28. 1794

Brigham Mills of Gerry in the County of Worcester Gent. Plaintiff
vs Cadwallader Crosby of Greenwich in the County of Hampshire Gent.
Debt in a Plea as is on file. This Case was commenced
at the last Term & continued to this Time and now neither Party
appearing the Case is dismissed

Mills vs Crosby
Jan 28. 1794

Benjamin Libby of New Salem in the County of Worcester Yeo-
man Appellant vs Samuel Hemingway of Greenwich in the same
County Yeoman Defendant in a Plea of as is set forth on file
Sale &c. The Appeal was entered at the last Term & continued
to this Time and now neither Party appearing in Court this
Case is dismissed

Libby vs Hemingway
Jan 29. 1794

Isaiah Pomeroy of Northampton in the County of Hampshire Gent.
Plaintiff vs Eseck Phillips of Chesterfield in the same County Yeoman
Defendant in a Plea &c as is set forth in the Declaration on file
Case was commenced at the last Term & continued to this Time
And now the Parties being called do not appear & Default &
this Case is dismissed

Pomeroy vs Phillips
Jan 29. 1794

Samuel Lyman of Northampton in the County of Hampshire Esq.
Plaintiff vs Philip Delano of New Braintree in the County of Worcester
Yeoman Defendant in a Plea of the Case for that the said Defendant on
[illegible] by his Note for Value rec'd promised one [illegible]
to pay him or Order [illegible] Lawful Money [illegible]
with Interest. And afterwards on the same day & year aforesaid said Defendant
made his Note [illegible] thereof to the said Plaintiff
with the same Sum [illegible]
Note & in Consideration thereof promised said Samuel to pay him the

Lyman vs Delano
[illegible] 1794

same accordingly. It is said Philip Pickering requested Rainsford paid the same but neglected. It is the Damage of Samuel Twenty five pounds. This Case was commenced at the last Term & continued to this Time and now the Deft appears & the Deft the same Time called to come into Court makes Default of Appearance. Wherefore it is considered by the Court that the said Samuel do recover against the said Philip Twenty two pounds six shillings & ten pence the Damages & Costs of Suit taxed at 8 Dollars & thereof &c. Execution May 28 1794

Curtis vs Morton Jun 135. 1794

Polly Curtis of Williamsburgh in the County of Hampshire Spinster Pltff vs Elisha Morton of Hatfield in the same County Laborer Deft in a Plea of Trespass on the Case for Slander. This Case was entered at the last Term & continued to this Time and now neither Party appearing this Case is dismissed

Coolidge vs Hartshorn Jun 136. 1794

Joseph Coolidge of Barton in the County of Hampshire Merchant Pltff vs Daniel Hartshorn of Barton in the County of Hampshire Gentleman Deft in a Plea of Trespass on the Case for Slander. This Case was entered at the last Term & continued to this Time and now neither Party appearing this Case is dismissed

Shepard & al Appellants vs Hall & al Jun 14 1794

James Shepard of Norwich in the County of Hampshire & Theodore Shepard of Kingston Plaintiffs in Error & Appellants Trader & Appellant & Isabel Hall of Northampton in the County of Hampshire Trader & Appellee of the last Will & Testament of Joseph Hall late of Northampton aforesaid deceased Defendants in Error & Appellees in which Case the Appellants were Pltff & the Appellee was Deft in Error & is a Scire facias Case. This Appeal was entered at the last Term of this Court & continued to this Time and now the said Parties appear in person & the Appellee by Jonathan Lyon Gentleman his Atty & the Appellants by Thomas Dickman Gentleman their Atty & the Court have considered that Judgment be now rendered in Favour of the Appellants for Two pounds nine shillings & costs of Suit and thereupon it is considered by the Court that the said James & Theodore do recover against the said Isabel in her Capacity Two pounds nine shillings & the Damages & Costs of Suit taxed at 2 Dollars & thereof &c. Execution May 28 1794

Bradford vs Sudden Jun 190 1794

Jeremiah Bradford of Chesterfield in the County of Hampshire Yeoman Pltff vs Benjamin Sudden of Williamsburgh in the County of Hampshire Yeoman Deft in a Plea of the Case for the Plaintiff to recover of the Defendant the Sum of Twenty pounds ten shillings & [illegible] on the Defendant's Promissory Note [illegible] on the 5th day of [illegible] 1793 [illegible] Plaintiff [illegible] the said Defendant [illegible] the Sum of Twenty pounds [illegible] Twenty five pounds [illegible] This Case was commenced at the last Term & continued to this Time [illegible] Court that the Plaintiff do recover against the said Defendant [illegible] Costs taxed at 2 Dollars [illegible] Judgment afforesaid

Pepper vs Moore Jun 191 1794

[illegible] was entered at the last Term & continued to this Time and now neither Party appearing this Case is dismissed

[illegible] Hampshire Yeoman Defendant [illegible] Hampshire Yeoman [illegible] Plaintiff [illegible] Dollars [illegible] Pounds [illegible] Shillings [illegible] Pence [illegible] Damages [illegible] Costs of suit taxed at [illegible] Dollars [illegible] Pence [illegible]

Exon the 25th May 1794

Israel Chapin of Carnadagua in the County of Ontario & State of New York Esq. Plaintiff Yeoman Defendant in a Plea of Debt in an Action of Trover & Conversion for Thirteen pounds seven shillings & four pence which he hath order & prove him detained to his Damage £20 as is more fully set forth in the Declaration on file &c. This Case was entered at the last Term of this Court when the Defendant the Five times called made Default & he was Defaulted in Court & the Case was continued for Judgment to this Time and now the Plaintiff appears & prays Judgment and it is considered by the Court that Israel do recover against Daniel Eighteen pounds eight shillings & eleven pence £18.8.11 Debt & Costs of suit taxed at [illegible] Dollars [illegible] Pence [illegible]

Exon the 1st June 1794

Edward Little of Williamsburgh in the County of Hampshire Yeoman Plaintiff Isaac Farrar Trader of Westfield in the same County Yeoman Defendant in a Plea of the Case for that Defendant on the 25th day of [illegible] 1790 by his Note for Value received promised said Edward to pay him Thirteen pounds £13 on Demand with Interest & he the said Defendant then assumed upon himself the Payment of said Note & in default thereof to pay the Damage of said Edward sixteen pounds &c. This Case was commenced at the last Term of this Court when the Defendant the Five times called to come into Court made Default & appeared not & the Case was continued for Judgment to this Time and now the Plaintiff appears & prays Judgment and it is considered by the Court that Edward do recover against Isaac Farrar Thirteen pounds ten shillings and six pence £13.10.6 Debt & Costs of suit taxed at [illegible] Dollars [illegible] Pence [illegible]

Exon the 25th May 1794

Samuel Webster of Pelham in the County of Hampshire & Lawson Webster of Worcester in the County of Worcester Merchants Partners Plaintiffs Murray of Shapleigh in the County of Hampshire Esq. Defendant in a Plea of the Case for that the said Defendant on the 10th day of [illegible] 1791 by his Note for Value received promised the said Plaintiffs or Order £78.[illegible] Lawful Money on Demand with Interest and on June 7th 1791 by their other Note for Value received promised the said Plaintiffs or Order £[illegible] 13.8 Lawful Money on Demand with Interest and on June 22nd 1793 by their other Note for Value received promised the said Plaintiffs or Order £95.[illegible] Lawful Money on Demand with Interest and the said Defendant has not paid the said Plaintiffs the said £[illegible] 13.7 in part payment which is duly indorsed thereon but to wrongfully & unjustly have not paid the same nor any part thereof to the Damage of the said Plaintiffs £150 — This Case was entered at the last Term of this Court when the Five times called made Default & appeared not & the Case was continued for Judgment to this Time and now the Plaintiffs appear & pray Judgment and it is considered by the Court that the said Plaintiffs do recover against the said Defendant One hundred twenty [illegible] Damages & Costs of suit taxed at [illegible] Dollars [illegible] Pence [illegible]

[illegible]

Marwell vs Warner
Jan 155 1794

Thomas Marwell of Charlestown in the County of Stamford Gent. Pltff vs Thomas Warner late of Winchester in the same County Trader Deft in a Plea that said Thomas under his hand promised to pay the Pltff twenty pounds ten shillings in ready money within a time now elapsed for that the said Thomas before the Court of Common Pleas held at Winchester 1782 recovered judgment against said Thomas for £28.17.9 Lawful Damages & £3.2.4 Costs of Suit which Judgment remains in full force unsatisfied in which action the Pltff to have a recovery of the Damages & Costs aforesaid & the Pltff & Counsel requested both the said paid before suit & the Damage of said Pltff pleads. This Case was commenced at the last Term of this Court & continued to this time & now the Pltff appears & the Deft being called to come into Court makes Default of Appearance herein. Wherefore it is considered by the Court that the Pltff do recover against said Thomas Thirty four pounds twelve shillings Lawful Damages & Costs of Suit taxed at £ 2.11.3 & Execution.

Exon. Nov 31. 1794

Murray & al vs Robins & al
Jan 156 1794

John Murray of the City & County & State of New York & Philip Lanson of London in the Kingdom of Great Britain Merchants Pltffs vs Elisha Robbins Yeoman & Elisha Plumb Gent. both of Northfield in the County of Hampshire Defts in a Plea of the Case for that said Robbins & Plumb on August 20th 1790 by their Note for Value received promised one Obadiah Richardson jointly & severally to pay him or order One hundred & eleven pounds Lawful in three years with Interest & afterwards on the same day said Obadiah by his Endorsement on the same Note ordered the Contents to be paid to the Pltffs for Value rec'd which said Robbins & Plumb had Notice & in Consideration thereof promised the Pltffs to pay them the same according to yet the said Robbins & Plumb tho requested have never paid the same but neglect & refuse to the Damage of said Murray & Lanson £150. This Case was entered at the last Term of this Court & continued to this time & now the Pltffs appear & the Defts tho' severally called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Murray & Lanson do recover against said Robbins & Plumb One hundred twenty two pounds sixteen shillings Lawful Money Damages & Costs of suit taxed at £ 2.11.3 & Execution.

Ingalls vs Lyman Ex.
Jan 157 1794

Benjamin Ingalls of Northampton in the County of Hampshire Yeoman Pltff & Timothy Lyman of Hadley in the same County Yeoman Executor of the last Will & Testament of Primus Lyman late of Hadley Dec'd Deft in a Plea of the Case for that said Primus in his Life time on April 20th 1790 by his Note for Value rec'd promised the Pltff to pay him or order Eighteen pounds lawful Money on Demand with Interest till paid. Yet the said Primus tho requested in his Life time never paid the same nor the said Timothy since the decease of said Primus tho requested has never paid the same whereby the Pltff sustains Damage to the Value of Twenty pounds. This Case was commenced at the last Term of this Court & continued to this time & now the Pltff appears & the Deft being called to come into Court makes Default of Appearance here. Wherefore it is considered by this Court that said Pltff do recover against the said Timothy in his said Capacity Twenty pounds Lawful Money & Costs of Court taxed at £ 2.11.11. Execution.

Lyman vs Fletcher
Jan 160 1794

Thomas Lyman of Westhampton in the County of Hampshire Yeoman Pltff vs Timothy Mather of Northampton in the same County Yeoman Deft in a Plea of the Case for that said Lyman Sundry Sums of Money received to his Use to the Damage of one hundred & fifty pounds as in Plaintiff's Declaration on file. This Case was commenced at the last Term of this Court & continued to this time & now the Pltff appears & the Deft being called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the Pltff do recover against the said Timothy Mather Twenty pounds Lawful Money & Costs of Court taxed at £ 2.11.11. Execution.

lings & one penny — And thereupon it is considered by the Court that the said Sheriff do recover against sd Timothy Rice [illegible] twenty five pounds 11/1 [illegible] Damages & Costs of Suit taxed at £5 [illegible]

Whereupon the said Timothy by his Atty aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the fourth Tuesday of [illegible] next [illegible] [illegible] with Sureties for sd Sheriff [illegible] prosecuting sd appeal with Effect &c —

George Copp v Leavitt Jan 1st 1794

Jared George of Greenfield in the County of Hampshire Labourer Appellant v Hart Leavitt of the same Greenfield Clerk of the Company of Foot commanded by [illegible] of Greenfield aforesaid, Appellee from the Judgment of David Smead Esqr one of the Justices of the Peace in & for the County aforesaid in which Case the said Hart was Complainant & sd Jared was Defendt. For that said Jared being a private Soldier in [illegible] [illegible] Company whereof [illegible] notified [illegible] [illegible] Commanders [illegible] [illegible] appointed [illegible] [illegible] in Greenfield [illegible] [illegible] for the purpose of examining [illegible] [illegible] instructing them in military [illegible] that sd Jared did neglect to appear at the time & place aforesaid & that sd Jared did not within eight days next after [illegible] [illegible] nor paid him as Clerk a Fine [illegible] procured a Certificate thereof by means whereof sd Jared hath forfeited & ought to pay the sum of ten shillings to the uses directed by Law &c — This appeal was entered at the last term of this Court & continued to this time — And now the Appellant appears by [illegible] his Atty & the Appellee [illegible] [illegible] his Atty [illegible] being heard [illegible] [illegible] is considered by the Court that the Case [illegible] [illegible] appeal [illegible] from the Judgment of the Justice [illegible] in said Case & that the said [illegible] do recover against sd Jared his Costs [illegible] taxed at [illegible] Whereupon the sd Jared by William Coleman his Atty appeals from this Judgment to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the fourth Tuesday of September [illegible] [illegible] recognizes with Sureties for sd Jared [illegible] prosecuting [illegible] appeal with Effect &c —

[illegible] in the County of Hampshire [illegible] [illegible] in [illegible] for the [illegible]

Mather vs [illegible] Janu.y 17th 1754 Samuel Mather of Westfield in the County of Hampshire [illegible] [illegible] of sd Westfield Gent.n Def.t in a Plea [illegible] as is at large set forth on [illegible] This case was enter'd at the last Term of this Court & continued to this time and now neither Party appearing the Case is dismissed.

Ashley vs Baldwin Janu.y 17th 1754 [illegible] Ashley of Deerfield in the County of Hampshire [illegible] [illegible] Baldwin of Westfield in the County aforesaid [illegible] in a Plea [illegible] in the Land [illegible] against [illegible] John [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Ashley & David King [illegible] [illegible] [illegible] into which [illegible] hath not [illegible] but by Disseizin unjustly & without Judgment committed within thirty years now last past & [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] 45 acres of land in his demesne as of fee [illegible] the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Taber hath not [illegible] [illegible] [illegible] [illegible] pounds [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] pleaded [illegible] on Trial of the [illegible] & consenting that it shall be a final Trial [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] himself on the Country [illegible] [illegible] [illegible] saith that the Plea [illegible] [illegible] pleaded is an insufficient answer to his Declaration [illegible] [illegible] [illegible] [illegible] to reply thereto [illegible] the said [illegible] [illegible] judgment [illegible] [illegible] [illegible] [illegible] insufficient — Whereupon all & singular the premises [illegible] [illegible] it appears to the Court that [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] & [illegible] [illegible] [illegible] considered that [illegible] [illegible] recover [illegible] against the said Taber [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Taber by his Att.y aforesaid appeals from this Judgment to the [illegible] Superiour Judicial Court to be holden at [illegible] on the fourth [illegible] of September next & [illegible] [illegible] for [illegible] Taber prosecuting [illegible] [illegible] at the [illegible] —

[illegible] [illegible] [illegible] [illegible] [illegible] set forth with the Declaration on File &c. This case was commenced at the last Term of this Court [illegible] [illegible] [illegible] and now neither Party appearing this [illegible] [illegible]

[illegible] [illegible] Thomas [illegible] [illegible] [illegible] [illegible] in a Plea &c as is at large set forth on File &c. [illegible] [illegible] now the [illegible] called to come into Court [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] of Westfield in the County of Hampshire [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Goods [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] at [illegible] Westfield on the day aforesaid being [illegible] [illegible] [illegible] [illegible] of [illegible] [illegible] [illegible] [illegible] paid, did not [illegible] [illegible] [illegible] [illegible]

[illegible] said Ezra [illegible] said [illegible] said [illegible] hath neglected [illegible] [illegible] [illegible] time & [illegible] the Plff [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] and [illegible] puts himself on the Country [illegible] And the said [illegible] to the [illegible] [illegible] [illegible] said [illegible] [illegible] [illegible] [illegible] and to reply thereto wherefore he prays Judgement for his Damages & Costs — And the [illegible] [illegible] [illegible] [illegible] —

All which being seen & understood by the Court it appears to the Court that [illegible] [illegible] of said Ezra is an insufficient answer to the declaration of the [illegible] [illegible] [illegible] the said Thompson having & maintaining his said action There fore it is considered by the Court that said John do recover against said Ezra [illegible] hundred pounds [illegible] Damages & Costs of Suit taxed at £ — Whereupon said Ezra [illegible] appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the [illegible] Tuesday [illegible] [illegible] & [illegible] recognized with Sureties for said Ezra's prosecuting said appeal with Effect &c —

Ashley vs Rose
Jan 190 1794

Stephen Ashley of Westfield in the County of Hampshire [illegible] Demandant [illegible] Samuel Rose of the same Westfield Gentleman Defendant in a Plea wherein [illegible] [illegible] [illegible] [illegible] the [illegible] [illegible] in Westfield aforesaid formerly belonging to Joseph Ashley deceased viz the Brick Kitchen with the Chamber over [illegible] the Chamber over the Parlour with the Garret over said Chamber [illegible] one third part of the Cellar under said House with the Barn near said House Also one [illegible] of land adjoining said House measuring three rods square bounded [illegible] the [illegible] on land belonging to the Estate of [illegible] deceased Easterly on Land set off to the Widow of the said Joseph Ashley & northerly [illegible] Also one quarter of an acre of land [illegible] [illegible] [illegible] [illegible] [illegible] to be taken off of the north side of said [illegible] then running [illegible] to the River [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] within twenty [illegible] [illegible] [illegible] he saith that he [illegible] [illegible] [illegible] of the [illegible] of land aforesaid [illegible] [illegible] [illegible] [illegible] [illegible] of which said Samuel hath [illegible] [illegible] [illegible] aforesaid & [illegible] [illegible] [illegible] &c —

This Case was commenced at the last Term when the Plff [illegible] [illegible] & the Deft [illegible] three times called to come into Court made default of appearing in Court & the Case was continued for Judgment to this Time — And now the Plff [illegible] [illegible] [illegible] [illegible] And it is considered by the Court that the said Stephen do recover against the said Samuel Rose [illegible] [illegible] [illegible] [illegible] of the Premises [illegible] & for his Costs of Suit taxed at £ [illegible] [illegible] [illegible] [illegible] [illegible]

Jan 191 1794

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] in the same County [illegible] [illegible] [illegible] [illegible] [illegible] in the Declaration [illegible] [illegible] [illegible] [illegible] was commenced at [illegible] last Term & continued to [illegible] [illegible] And now [illegible] [illegible] [illegible] this Case is dismissed

Phelps & al vs Hall & al
Jan 192 1794

[illegible] Phelps of Granville [illegible] [illegible] [illegible] in the County of Hampshire [illegible] [illegible] Hall [illegible] of Granville aforesaid [illegible] [illegible] [illegible] [illegible] [illegible] of Granville aforesaid [illegible] [illegible] of said Thomas [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] This Case was commenced at the last Term when the Plaintiff [illegible] & the Case continued to this time & now the [illegible] [illegible] called to come into Court do not come & therefore this Case is dismissed

Hitchcock
vs
Stewart
Jan 23d 1794

Joshua Hitchcock of the City & County of New Haven & State of Connecticut with Phebe his wife Plaintiffs & Hugh Stewart of Springfield in the County of Hampshire Trader, Defendant in a Plea of the Case. For that said Conn on March 10th 1789 by his Note for Value received promised said Sophia to pay her Twenty pounds as stated in the Declaration on file &c. This Case was commenced at the last Term & continued to this Time & now the Plff being three times called to come into Court & Nonsuited the Defendant & became liable for his Costs and it is considered by the Court that Plaintiffs recover against said Defendant the Sum of Twenty Pounds Debt &c. Exon issued July 11th 1794

Ashbrook
vs
Hancock
Jan 20th 1794

Joseph Ashbrook of West Springfield in the County of Hampshire Clerk & Elizabeth Dwight of Springfield in the same County Gentlewoman Plffs vs Jabez Hancock of Longmeadow in the same County Yeoman Defdt in a Plea of Debt that he owes to them £37 Gall which he promised & promised times & sundry times that before this Court on the second Tuesday of February 1790 they recovered Judgment against said Jabez for £35 17 9 Damages & £1 12 5 Cost which said Jabez is convicted which Judgment remains in full force not satisfied or reversed whereby action accrues to the Plffs to have & recover of said Jabez the required has neglected & refused to pay the same but neglects & refuses to pay the Damages & Costs aforesaid &c. This Case was commenced at the last Term & continued to this Time & now the Plffs appear & the Defdt the three times called to come into Court makes Default of appearance on Court Motion & considered by the Court that Plffs recover against said Jabez Eighty six pounds Ten Shillings & two pence Debt & Nine Pounds Costs of suit taxed at £1 18 3 & Exon issued May 27th 1794

Worthington
vs
Abercrombie
Jan 20th 1794

John Worthington of Springfield in the County of Hampshire Esq Plff vs Andrew Abercrombie Merchant & John Conkey Gentleman both of Lisbon in the same County Defts in a Plea of the Case. For that said Andrew & said Conkey at Springfield on August 16th 1788 by their Note for Value received promised Plffs £17 17 5 Lawful on Demand with Interest & Plaintiff alleges they have never paid the same but neglect & refuse to pay the Damages & Costs &c. This Case was commenced at the last Term of this Court & continued to this Time and now the Plff appears & the Defts the three times called to come into Court makes Default of appearance on Motion & considered by the Court that Plff recover against said Defts Seventeen pounds Fourteen Shillings & five pence Debt & Nine Damages & Costs of suit taxed at £2 4 9 & Exon issued

Pinkney
vs
Cook
Jan 20th 1794

Isaac Pinkney of Lenox in the County of Berkshire Gentleman Plff vs Elijah Cook of Springfield in the County of Hampshire Yeoman Defdt in a Plea of the Case. For that said Benjamin on October 20th 1791 given his Note for Value received promising to pay said Plff or order in 18 months with Interest & said Benjamin has neglected & refused to pay the same but neglects & refuses to pay the Damages & Costs &c. This Case was commenced at the last Term of this Court & continued to this Time & now the Plff appears & the Defdt the three times called to come into Court makes Default of appearance on Motion & considered by the Court that said Plff recover against said Defdt Twenty pounds Damages & Costs of suit taxed at £1 18 3 & Exon issued May 26th 1794

[illegible]

[illegible]

[illegible] Plaintiff
vs
Silas Lawton
Jan 21. 1794

Silas Lawton of Middletown in the County of Hampshire Blacksmith Defd in a Plea of the Case for that the said Plaintiff on the [illegible] day of March 1791 at said Middletown by his Note of Hand promised to pay unto the said Plaintiff or order Twenty Pounds lawful money with Interest thereon for Value received and the said Defendant notwithstanding the said promise has neglected and refused to pay the same to the Damage of the said Plaintiff as he says Twenty Pounds and thereof brings his Suit — This Case was entered at the last Term of this Court and continued to this Time and now the Plff appears and the Defd being called to come into Court and make his appearance does not appear nor show any Cause why Judgment should not be rendered against him Therefore it is considered by the Court that the said Plaintiff do recover against the said Silas Lawton the said Twenty Pounds lawful money with Interest thereon from the Time of the Writ and Costs of Suit taxed at £ 2.11.0 & thereof &c

Execn iss May 26. 1794

Benjamin Winchester of South Brimfield in the County of Hampshire Husbandman Plff
vs
Nathan Foster Husbandman Defd
Jan 2. 1794

Husbandman Defd in a Plea of the Case for that the said Nathan by his Note of March 1st 1792 in his Time for Value received promised the said Benjamin to pay him the Sum of Ten pounds ten Shillings within 18 months with Interest — yet the said Nathan has neglected and refused to pay the same and neglects and refuses to the Damage of the said Benjamin Sixteen pounds — This Case was commenced at the last Term and continued to this Time and now the Plff appears and the Defd being called to come into Court and make his appearance does not appear Wherefore it is considered by the Court that the said Benjamin do recover against the said Nathan the said Sum of Ten pounds Sixteen Shillings & 4d lawful money & Costs of Suit taxed at £ 2.11.0 & thereof &c

Execn iss May 26. 1794

Israel Atwell of Ashfield
vs
Phineas Cole
Jan 22. 1794

in a Plea — as is set forth in the Declaration on file — This Case was entered at the last Term and continued to this Time and now neither the Plff appearing this Case is dismissed

Eastman vs Tiffany
Jan 22d. 1794

Lucius Eastman of Ashfield in the County of Windham State of Connecticut Blacksmith Plaintiff vs Simeon Tiffany of Deerfield in the County of Hampshire Cordwainer Defd in a Plea of the Case for that the said Tiffany on September 21st 1792 by his Note for Value received promised the said Eastman to pay him or order Twenty Pounds with Interest yet the said Tiffany tho requested has never paid the same but neglects and refuses to the Damage of the said Eastman as he says Twenty Pounds — This Case was commenced at the last Term and continued to this Time and now the Plff appears and the Defd being called to come into Court and make his appearance does not appear Wherefore it is considered by the Court that the said Eastman do recover against the said Simeon Tiffany Twenty pounds twelve shillings & 4d Damage & Costs of Suit taxed at £ 2.10.0 & thereof &c

Execn iss May 28. 1794

Joseph Graves of Deerfield in the County of Hampshire Gunsmith Plff
vs
Simeon Graves of Deerfield in the same County Yeoman Defd in a Plea of the Case for that the said Simeon on November 22d 1793 by his Note for Value received promised the said Joseph to pay him or order Twenty Pounds on Demand with Interest yet the said Simeon tho requested has never paid the same but neglects and refuses to the Damage of the said Joseph as he says Twenty Pounds — This Case was commenced at the last Term and continued to this Time and now the Plff appears and the Defd being called to come into Court and make his appearance does not appear Wherefore it is considered by the Court that the said Joseph do recover against the said Simeon Graves Twenty pounds eleven shillings and 4d Damage & Costs of Suit
Jan 21. 1794

Execn iss May 28. 1794

Schnauk v. Conkey Admx
Jan 238. 1794

Humbly shews Henry C Schnauk of Pittsfield in the County of Berkshire Esqr that by the Consideration of this Court January Term 1793 he recovered Judgment against Rebecca Conkey of Pelham in the County of Hampshire Admx on the Estate of William Conkey late of sd Pelham decd in her sd Capacity for £43.2.3 Damages & £4.11.7 Costs of Suit that sd Henry on June 6. 1793 sued out of the Clerks Office of the same Court an alias Writ of Execon in due Form of Law & delivered the same to Samuel Porter a Deputy Sheriff to collect by virtue of the same Writ £38.19.7 which then remained unpaid of the sd Damages & Costs & 2/ for two Writs of Execon — who returned the same with his Return thereon as follows June 22 1793 Recd on this Execon Eleven pounds nine shillings & six pence in part & 4/6 for fees [illegible] Porter Dep Sherr Hampshire ss Sepr 3 1793 I hereby certify I have not been able to find Estate of the within named Wm Conkey except the above £11.9.6 & that I have requested the within named Executrix to shew me the Estate of the sd Wm wherewith to satisfy this Execon & she has neglected & refused so to do or in any way to satisfy the same & I return this Execon unsatisfied except as aforesaid — Said Henry therefore suggests that said Rebecca hath wasted the Estate of sd William to the value of the Damages & Costs aforesd & prays a Writ of Scire facias may issue against sd Rebecca to shew Cause why Execon should not be levied of her own Goods or Estate & in want thereof of her Body to satisfy the sum due on sd Execon — This Complaint was entered at September Term 1793 when it was ordered the Sheriff to summon sd Rebecca &c — And at the last Term the said Parties appeared & the Case was continued to this Time — And now the Plff appears & the Deft tho three times called to come into Court makes Default of Appearance &c — Wherefore it is considered by the Court that the said Henry do recover against the sd Rebecca Twenty nine pounds [illegible] Damages & Costs of suit taxed at £3.12.3 & thereof &c —
Execon issd May 29 1794 —

Boltwood &c
v.
Ransom
Jan 240 1794

Samuel Boltwood of Conway in the County of Hampshire Gentn and William Ewins of Hartford & State of Connecticut Trader Plffs v. Elisha Ransom of Shelburne in the County of Hampshire Gentn Deft in a Plea of the Case for that sd Elisha on February 22d 1790 was justly indebted to the Plffs in the Sum of £7.2.6 & [illegible] for certain Goods [illegible] sold by ye Plffs to sd Elisha at his Request in Consideration whereof sd Elisha promised the Plffs to pay them the same Sum on Demand &c — Yet sd Elisha tho requested has never paid the same but neglects it to the Damage of sd Plffs Ten pounds — This action was entered at the last Term & continued to this Time — And now the Parties appear the Plffs by Simeon Strong Esqr their Atty & the Deft by Wm Coleman his Atty & says he never promised in Manner & Form as the Plffs have alledged & thereof puts himself on the Country & the Plffs likewise — Whereupon a Jury at this Time returned & impannelled as the Law requires being sworn to try the Issue in the Case upon their Oath say that they find the Deft did promise &c & assess Damages at £8.7.9.1 Whereupon it is considered by the Court that Samuel & William do recover against sd Elisha Eight pounds seven shillings & nine pence one farthing Damages & Costs of Suit taxed at £6.10.3 & thereof &c

Thompson
v.
Thompson
Jan 241 1794

[illegible] Thompson of Ware in the County of Hampshire Husbandman [illegible] in the same County [illegible] from the Judgment of [illegible] in a Plea of the Case for that [illegible] Determination of Ebenezer [illegible]

there to arrive or the said [illegible] And the same was continued to this Time [illegible] and now the Referees returned their Award Viz.t That the sd Benjamin has not supported his Demand against the said Noah & therefore that said Noah recover his costs of reference [illegible] taxed at £4..17..5 Lawful Money & Costs of Court taxed by the Court [illegible] acknowledges the receipt of £[illegible] part of sd costs [illegible] And thereupon it is considered by the Court that sd Noah do recover against sd [illegible] the Costs of Reference & Court being [illegible] & [illegible] &c

Amherst vs Baker Jan 249 1794

The Inhabitants of Amherst in the County of Hampshire Plffs vs [illegible] Baker of the same Amherst yeoman Deft in a Plea as is set forth in the Declaration on File — This Case was entered at the last Term & continued to this Time — And now neither Party appearing in Court this Case is dismissed

Parsons vs Trowbridge Jan 250 1794

Israel Parsons of Amherst in the County of Hampshire Clerk Plff vs David Trowbridge of Deerfield in the same County [illegible] Deft in a Plea &c as is set forth in the Declaration on File this Case was commenced at the last Term & continued to this Time — And now neither Party appearing this Case is dismissed

Fraeze vs Chapin Jan 253 1794

Giles Fraeze of Hudson in the County of Columbia & State of N York Gent.n Plff vs Frederick Chapin of Hatfield in the County of Hampshire Trader Deft in a Plea of the Case for that sd Frederick on August 8th 1792 by his Note for Value recd promised sd Giles to pay him £18..8..4 Lawful Money on or before August 8th with Interest from Jan.y 1st then next Yet said Frederick tho req.d hath never paid the same but neglects it to the Damage of sd Giles Twenty eight pounds — This Case was commenced at the last Term & continued to this Time — Now the Plff appears & and the Deft tho three Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that the sd Giles do recover against the sd Frederick Nineteen pounds Seventeen Shillings & five pence Lawful Money Damages & Costs of Suit taxed at £3..2..1 & [illegible] Exec.n [illegible] June [illegible] 1794

Spooners et al. vs Hayward Jan 258 1794

Daniel Spooner & Paul Spooner both of Heath in the County of Hampshire Merch.ts Plffs vs Moses Hayward of Goshen in the same County Yeoman Deft in a Plea &c as is set forth on File &c This Case was commenced at the last Term & continued to this Time And now neither Party appearing in Court this Case is dismissed —

[illegible] Jan [illegible] 1794

James Ulter of Wilbraham in the County of Hampshire [illegible] Plff vs Noah [illegible] of [illegible] in the State [illegible] Deft in a Plea [illegible] as is set forth in the Declaration on File [illegible] This Case was entered at the last Term & continued to this Time [illegible] neither Party appearing in Court this Case is dismissed —

Phillips vs Burt Jan [illegible] 1794

Rebecca Phillips of W. Springfield in the County of Hampshire Widow Plff vs Asa Burt of the same W. Springfield Gentleman Deft in a Plea &c as is set forth in the Declaration on File &c This Case was entered at the last Term & continued to this Time — And now neither Party appearing this Case is dismissed —

Cobb & al vs Pomroy Es. Jan.y 252 1794

Josiah Cobb & Others Plffs vs Medad Pomroy Esq.r Deft Parties in a Rule of Reference entered into & acknowledged as the Statute in such Case provides directs; This Case was entered at the last Term when the Referees by them chosen brot into Court their Award, which was continued to this Time & now the Parties being heard touching said Award which may be seen at large on File &c — The Court having now fully considered the same do not accept thereof & the Case is dismissed —

Ellis & Ellis & Ellis
Jan 29th 1794

Samuel Ellis of Lyme in the State of Connecticut yeoman Complainant in Julius Ellis & others Defts, as is at large exhibited on file &c — This Appeal was entered at the last Term & continued to this Time — and now neither Party appearing the Appeal is dismissed

Cooley Appelt
vs
Parker
Jan 30th 1794

Earl Cooley of the Town of Pelham in the County of Hampshire yeoman Appelt vs Peter Warner of the same Town yeoman Appellee — as is at large set forth in the Papers on file &c. This Appeal was entered at the last Term when the Sd Parties appeared & agreed to repeal this case as is on file and now neither Party appearing in Court this Case is dismissed

Cases entered at May Term 1794 whereon Judgment was then rendered or Parts as were in any way concluded

Williams
vs
Larabee
No 1.

John Chandler Williams of Pittsfield in the County of Berkshire Gent. Pltff vs Stephen Larabee of Montague in the County of Hampshire yeoman & Deputy Sheriff Deft in a Plea of Trespass on the Case for that Sd Stephen at Northampton aforesaid on April 29th last by his Note for Value rec promised one Reuben Bardwell to pay him or Order Nine pounds two Shillings & two pence on Demand with Interest till paid & afterwards on May 1st 1794 said Reuben by his Indorsement on Sd Note ordered the the Contents thereof to be paid to the Pltff Value rec & whereof Sd Stephen had instant Note & in Consideration thereof promised the Pltff to pay him the same on Demand yet Sd Stephen tho requested has never paid the same but refuses to do it to the Damage of said William twelve pounds The Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that Sd John do recover against said Stephen Nine pounds three Shillings & one penny of lawful Money Damages & Costs of Suit taxed at £ 1 0 3 & 1 Farthing &c — Execon ish May 26 1794

Mitchel
vs
Mitchell
No 2

William Mitchell of Say brook in the County of Middlesex and State of Connecticut Gent. Pltff vs David Mitchell of Southampton in the County of Hampshire yeoman Deft in a Plea of the Case for that Sd David on March 4th 1786 at Saybrook aforesaid by his Note for Value rec promised to pay Sd William Thirty pounds lawful Silver Money on Demand with Interest yet Sd David tho requested has never paid the same but neglects it to the Damage of Sd William fifty pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that Sd William do recover against Sd David Forty five pounds Sixteen Shillings & three pence & Costs of Court taxed at £ 1 8 11 & Farthing &c Execution ish May 26 1794

Newell
vs
Newel
No 3.

Oliver Newell of Springfield in the County of Windham & State of Vermont Yeoman Pltff vs Josiah Newell of Goshen in the County of Hampshire yeoman Deft in a Plea of the Case for that Sd Josiah at Goshen aforesaid on January 2d 1793 by his Note for Value rec promised the Pltff to pay him or Order Ten pounds ten Shillings on Demand with Interest yet he hath never paid the same but neglects it to the Damage of Sd Oliver Twenty pounds The Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Oliver do recover against Sd Josiah

George Cook of Deerfield in the County of Hampshire & Michael Lincoln of the same Deerfield Partners in a Trade of Merchandise do hereby enter into [illegible] Cook vs Lincoln No. 9.
[illegible] now [illegible] that [illegible] Gave one Shilling Damages & Costs of Suit [illegible] 28s 2 Pence & Costs of Suit to be taxed by the Court. Whereupon it is considered by the Court that said George do recover against said Michael [illegible] lawful Money Damages & Costs of Court [illegible] 2 Dollars and Twenty Cents.

Gideon Leonard of Westfield in the County of Hampshire Gent. Plff vs Samuel Pepper of Charlestown in the County of Hold Deceased Chairmaker Deft in a Plea of the Case for that said Samuel at Westfield on February 7. 1793 by his Note for Value rec'd promised the Plff to pay him £10 11s 0 Lawful Money by April 30th then next yet said Samuel has never paid the same but neglects it to the Damage of said Gideon Twenty pounds Leonard vs Pepper No. 20
The Plff appears & the Deft the three times called to come into Court makes default of appearance here Wherefore it is considered by the Court that said Gideon do recover against said Samuel Five pounds six shillings & three pence Lawful Damages & Costs of Suit taxed at £2 11 3 & three pence

Recovered May 28 1794.

Ethan Ely of Longmeadow in the County of Hampshire Gent. Plff vs Elijah Granger of Suffield in the County of Hartford & State of Connecticut yeoman Deft in a Plea of Debt for that said Elijah at Longmeadow aforesaid did on May 5th last Ely vs Granger No. 22.
set & draw a Seine for the purpose of catching Fish in Connecticut River within this Commonwealth between the rising of the Sun on Saturday Morning & rising of the Sun on Sunday Morning contrary to the Form & effect of one Law of this Commonwealth made & passed in 1791 intituled an act to regulate the Fishery in Connecticut River whereby said Elijah hath forfeited Ten pounds lawful Money & the Value of the Seine & Utensils used in Fishing which Seine & Utensils the Plff avers to be of the Value of twenty pounds whence action hath accrued to the said Ethan to have & recover of said Elijah the aforesaid Sums according to the provisions of said Act Yet said Elijah the often requested hath not paid said £10 or the Value of said Seine & Utensils but refuses to do it to the Damage of said Ethan Twenty five pounds The Plff appears by William Ely Gent. his Att. & the said Elijah in his proper Person comes into Court & says that the honorable Court ought not to have Cognizance of the Plea or Action of the said Ethan because he says that he the said Elijah is & always hath been a Citizen of the State of Connecticut & an Inhabitant of the Town of Suffield in the County of Hartford within the same State & that the place where the Act complained of in the Plff's Writ was done & where the Cause of Action is supposed to have accrued is in & upon the River called Connecticut River & in that part of the same which is within the Town of Enfield in the County of Hartford within the same State of Connecticut without the bounds & limits of the Commonwealth of Massachusetts and without the Jurisdiction of any Court holding pleas under the Authority of the same & not within the Town of Longmeadow in the County of Hampshire & Commonwealth of Massachusetts as in the Plff's Writ is alleged & this the said Elijah is ready to verify Wherefore said Elijah says that this honorable Court ought not to have Cognizance of the Plea or Action aforesaid

All

All which being seen & understood by the Court it is considered by the Court that the Plaintiff aforesaid of the said Elijah be nonsuited in mitigating to no more than the general Issue. And it is further considered that the Defendant do recover against the said Elijah Twenty pounds Lawful Debt & Costs of Suit taxed at £ —

Whereupon said Elijah by Gideon Langworthy his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for said County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties for his prosecuting said Appeal with Effect &c —

Commonwealth vs Simeon Pomroy No. 24

Commonwealth of Massachusetts vs Simeon Pomroy of South Hadley in the County of Hampshire Debtor in a Plea &c for whereas said Simeon before Noah Goodman Esq. Just. Pac. on November 23 last acknowledged himself indebted to the Commonwealth in the Sum of Twenty five pounds Lawf. upon a certain Condition set forth at large in the Writ on File &c — And now Moses Bliss Esq. comes into Court to prosecute this Action on behalf of the Commonwealth and says he will no further prosecute, the Sum aforesaid being paid for the Use of the County & the Costs of this Suit —

Same vs D Spooner No. 27

Commonwealth of Massachusetts vs Daniel Spooner of Granby in the County of Hampshire yeoman Debtor in a Plea &c for that said Daniel on November 1st last before Hugh Maxwell Esq. Just. Pac. acknowledged him indebted to the Commonwealth in the Sum of Twenty pounds upon a certain Condition as is set forth at large in the Writ on File &c And which Sum the said Daniel has forfeited &c Moses Bliss now appears in Court on behalf of the Commonwealth to prosecute this Suit & the said Daniel the three Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that Execution do issue against said Daniel for the said Sum of Twenty pounds & for the Costs of this Suit taxed at £ 1.15.9 — Execution issued May 27. 1794 —

Same vs Whitmore No. 28.

Commonwealth of Massachusetts vs Daniel Whitmore of Amherst in the County of Hampshire Esq. Debtor in a Plea &c for that said Daniel before our Justices of our Court of General Sessions of the Peace holden at Northampton within said County on the first Tuesday of September last acknowledged himself indebted to the Commonwealth in the Sum of fifty pounds lawful Money upon a certain Condition set forth at large in the Writ on File &c & which Sum he has forfeited — Moses Bliss Esq. appears in Court to prosecute this Suit on behalf of the Commonwealth & the said Daniel being three Times called to come into Court makes Default of Appearance Wherefore it is considered by the Court that Execution do issue against said Daniel for the said Sum of Fifty pounds lawful Money forfeited as aforesaid & the Costs of this Suit taxed at £ 1.7.4 — Execution issued May 27. 1794

Same vs G Gilson No. 29

Commonwealth of Massachusetts vs Gilston Gilson of Granby in the County of Hampshire yeoman Debtor in a Plea &c for that said Gilston on November 21st last before Hugh Maxwell Esq. Just. Pac. acknowledged himself indebted to the Commonwealth in the Sum of Twenty pounds lawful Money upon a certain Condition as set forth in the Writ on File &c & which Sum he has forfeited &c Moses Bliss appears in Court to prosecute on behalf of the Commonwealth & the said Gilston the three Times called to

come into Court make Default of appearance here Wherefore it is considered by the Court that Execution do issue against sd Gilston for levying the aforesaid Sum of Twenty pounds lawful money & Costs of Suit taxed at £1.15.9 — Execon issd May 27. 1794 —

Commonwealth
v
D Whitmore
No 30

Commonwealth of Massachusetts vs Daniel Whitmore of Sunderland in the County of Hampshire Esqr Defdt in a Plea for that sd Daniel before our Justices of our Court of General Sessions of the Peace holden at Northampton aforesaid on the first Tuesday of September last acknowledged himself to be indebted to the Commonwealth in the Sum of Fifty pounds lawful money upon a certain Condition set forth at large in the Writ on File — Moses Bliss Esqr appears to prosecute this Suit on behalf of the Commonwealth & the said Daniel the three Times called to come into Court make Default of appearance here Wherefore it is considered that Execon do issue against the sd Daniel for levying the aforesaid Sum of Fifty pounds & the Costs of Suit taxed at £6.7.1 — Execon issd May 27. 1794 —

Same vs
Spooner
No 31

Commonwealth of Massachusetts vs Daniel Spooner of Shelburne in the County of Hampshire yeoman Defdt in a Plea for that sd Daniel on November 27th last before Hugh Maxwell Esqr Just. Pac. acknowledged himself to be indebted to the Commonwealth in the Sum of Ten pounds lawful money upon a certain Condition as is set forth at large in the Writ on File Moses Bliss Esqr appears to prosecute this Suit on behalf of the Commonwealth & the said Daniel the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that Execon do issue against said Daniel for levying the aforesaid Sum of Ten pounds to the use of the Commonwealth & for the Costs of this Suit taxed at £1.15.9 Execon issd May 27. 1794 —

Same vs
Jourdan
No 32 —

Commonwealth of Massachusetts vs Stephen Jourdan of Belchertown in the County of Hampshire yeoman Defdt in a Plea for that sd Stephen on the Novemb. last before Noah Goodman Esqr Just. Pac. acknowledged himself to be indebted to the Commonwealth in the Sum of twenty five pounds of lawful money upon a certain Condition, and which Sum sd Stephen has forfeited as is set forth at large in the Writ on File &c — Moses Bliss Esqr now appears to prosecute this Suit on behalf of the Commonwealth & the said Stephen the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that Execon do issue against sd Stephen for levying the aforesaid Sum of twenty five pounds to the Use of the Commonwealth & for the Costs of this Suit taxed at £1.9.11 Execon issd May 27. 1794 —

Abner Rising vs
B. Fore
No 33 —

Abner Rising of Southwick in the County of Hampshire husbandman Pltff vs Isaac Bottford of the same County & husbandman Defdt in a Plea of the Case for that said Isaac at sd Southwick on August 29th 1789 by his Note for Value received promised the Pltff to pay him £32.6.8 & 2 Pc by ye last day of November 1790 with Interest yet sd Isaac tho requested has never paid the same but neglects it to the Damage of sd Abner Thirty pounds —

The Pltff appears & the Defdt the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that said Abner do recover against the sd Isaac Twenty nine pounds five shillings & five pence lawful money Damages & Costs of Suit taxed at £1.10.3 & thereof &c

Execon issd May 27. 1794

Mumford v. Porter No 38

John Mumford of Lyme in the County of New London & State of Connecticut & Israel Lowe of Potsam in the County of Hampshire Parties in a Plea of Trespass by them entered into & acknowledged as the Statute in such Case provided direct — The Defendants by them chosen now send into Court their Award that the said John do recover of said Israel Eighty eight pounds eighty shillings and seven pence Debt & Damage & thirty nine shillings & three pence Cost of Trespass & Cost of Court to be taxed by the Court which said Award is accepted and it is considered by the Court that the said John do recover against the said Israel Eighty eight pounds eighty shillings & seven pence Debt & Damages & Costs of Court to be taxed &c & Execution &c Given May 28 1794

Stratton v. Phillips No 39

Benja Stratton of Chester Mill in the County of Hampshire Yeoman Pltff in Plea of Trespass against Ezra Phillips late of the same Chesterfield afterwards Deceased & Ezra late of Sugarloaf in the State of Massachusetts Defdt for that the said Ezra late of Chesterfield on March 15th 1793 by his Note for Value received promised the said Benjamin to pay him or Order Fourteen pounds five shillings by the first day of October then next on half in Beef at Cash price the other half in Cash with Interest till paid — Yet the said Ezra the deceased has never paid the same but wrongfully neglects & the Damage of the said Benjamin Twenty pounds — The Pltff appears & the Defdt the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Benjamin do recover against the said Ezra Fifteen pounds five shillings & Damages & Costs of Suit taxed at £ 1.5.3 — & Execution &c

Hubbard v. Porter No 40

Lucy Hubbard of Hatfield in the County of Hampshire Widow Pltff in John Flowers of Worcester in the County of Worcester Gent & Deputy Sheriff Defdt in a Plea of Trespass for that the said John at New Braintree in & Northampton on Feby 6. 1792 by his Note for Value received promised said Lucy to pay her or Order Eleven pounds eleven shillings & two pence on Demand with Interest also for that the said John at Northampton on August 30th last by an other Note for Value received promised the said Lucy to pay her or Order £ 28.0.0 & Lawful with Interest Yet the said Porter the requested has not paid the Contents of the said Notes but wrongfully neglects & the Damage of the said Lucy Fifty pounds — The Pltff appears & the Defdt the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Lucy do recover against the said John Forty two pounds eleven shillings & eleven pence Lawful Money Damages & Costs of Suit taxed at £ 1.3.3 — Whereupon said John by John Taylor Gent his Atty comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties for the said Flowers, prosecuting his said Appeal with Effect &c

Parsons v. Lyman No 43

Zephaniah Parsons of Southampton in the County of Hampshire Yeoman Pltff in David Phelps late of Northampton in the same County Physician & an absconding Debtor & Levi Clapp his Agent Defdts in a Plea of as is at large set forth in the Pleadings on file &c — The Pltff being now three Times called is nonsuited the Defdts defaulted & the action is dismissed

Hinckley & ux v. Sellon No 44

[illegible] Boston in the County of [illegible] Pltff [illegible] Sellon [illegible] Pltff [illegible] called to come into Court [illegible] considered by the Court [illegible] pounds seven shillings [illegible] & Rd Bull & Execution &c

Given May 28. 1794

Abner Williams of Williamsburgh in the County of Hampshire yeoman Pltff
vs. John Jackson of the same Williamsburgh Blacksmith Deft in a Plea
of the Case for that said John at s^d Williamsburgh on April 30th last by his
Note for Value rec^d promised said Abner to pay him or order the sum of
pounds four shillings & 8 d Lawful money on Demand with Interest yet s^d
John the often requested has not paid the sum but neglects & refuses
the Damage of s^d Abner Eight pounds. The Pltff appears & the Deft
the three times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that said Abner do recover
against said John Six pounds five shillings & three pence lawful
Money Damages & Costs of Suit taxed at £ 6. 2. 11 & thereof &c
Execution^d May 28. 1794

Abner Williams vs Jackson No. 47

Princas Lovell of Sunderland in the County of Hampshire yeoman Pltff vs
Joel Pomeroy of Southampton in the County of Hampshire yeoman Deft in a Plea
of the Case for that s^d Joel at Northampton aforesaid on April
on April 20th 1793 by his Note for Value rec^d promised one Dan
Hawes to pay him or Order Ten pounds Lawful money on or before Jany 1st
then next and s^d Dan on s^d April 20th by his Indorsement on s^d
Note ordered the Contents thereof to be paid the Pltff whereof s^d Joel
had Notice & became liable to pay the same & in Consideration thereof
promised the Pltff to pay the same accordingly yet said
Joel the often requested has never paid the same but neglects & refuses
to the Damage of said Princas Fifteen pounds. The Pltff appears
& the Deft the three times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court
that said Princas do recover against said Joel Ten pounds
four shillings & ten pence Lawful Damages & Costs of Suit taxed
at £ 1. 18. 7 & thereof &c Execution^d May 28 1794

Lovell vs Pomeroy No. 52

Joseph Clap Junr of Easthampton in the County of Hampshire
Trader Pltff vs William Hescock of Norwich in the same County
Yeoman Deft in a Plea of the Case for that s^d William at s^d
Easthampton on December 27th last by his Note for Value rec^d
promised s^d Joseph to pay him or Order the sum of Ten pounds
ten shillings & nine pence Lawful on Demand with Interest yet
said William the requested has never paid the same but neglects
& refuses to the Damage of said Joseph Ten pounds. The Pltff ap
pears & the Deft the three times called to come into Court makes
Default of Appearance here Wherefore it is considered by the
Court that s^d Joseph do recover against the s^d William Six
pounds fourteen shillings & four pence Lawful Damages & Costs
of Suit taxed at £ 2 14 3 & thereof &c Execution^d May 28 1794

Clap vs Hescock No. 53

Philip Russell of Sunderland in the County of Hampshire yeoman
Pltff vs Stephen Hazeltine Trader & Samuel Allen yeoman both of
Leverett in the County of Hampshire Defts in a Plea of the Case
for that s^d Stephen & Samuel at Sunderland aforesaid on May
14th last by their Note for Value rec^d promised s^d Philip to pay
him Thirty pounds Lawful money on Demand with Interest yet
s^d Stephen & Samuel the requested have never paid the
same but neglect & refuse to the Damage of said Philip Thirty pounds
The Pltff appears & the Defts the three times called to come into Court
make Default of Appearance here Wherefore it is considered by
the Court that the s^d Pltff do recover against the s^d Stephen & Saml
Thirty one pounds seventeen shillings & six pence Lawful Damages &
Costs of Suit taxed at £ 2 2 4 & thereof &c Execution^d May 28 1794

Russell vs Hazeltine & al No. 54

Joseph Willard of Leverett in the County of Hampshire yeoman Pltff vs
David Hazeltine of the same Leverett Trader Deft in a Plea of the
Case for that the s^d David at Leverett aforesaid on March 29th last
by his Note for Value rec^d promised the s^d Joseph to pay & deliver
him or his Order at Stephen Hazeltines Store in s^d Leverett by
October 1st then next Fifteen pounds ten shillings Lawful
Money, worth of Beef Cattle yet s^d David the often requested
hath never paid the same but neglects & refuses to the Damage of said
Joseph Eighteen pounds. The Pltff appears & the Deft the three

Willard vs Hazeltine No. 55

times called to come into Court make Default of Appearance here Whereupon it is considered by the Court that said Joseph do recover against said David Ten pounds four shillings & six pence Lawful money Damages & Costs of Suit taxed at £ 1 19 3 & therefore &c. Exd May 28. 1794

Leonard's Exrs Petn for Sale & Order No. 56

Humbly shews Saba Leonard Executor of the last Will &c of Benjamin Leonard late of West Springfield in the County of Hampshire deed that on the tenth Day of April 1789 he sold at public Vendue by Order of Court some parts of the Real Estate of s.d Deceased for the payment of Debts, since which Time there has been exhibited Debts due from said Estate to y.e Amount of £ 81 11 10 & there being no personal Estate to discharge the same, prays Licence to sell so much of the Real Estate of s.d Deceased as will produce s.d Sum & Costs of Sale &c. Which said Petition being read together with a Certificate from the Judge of Probate of Wills &c for said County confirming the Facts therein & that in his Opinion it is necessary y.e prayer thereof be granted — — — Upon consideration by the Court that the Executor aforesaid be & he hereby is impowered to make Sale of so much of the Real Estate of the said Benjamin as shall produce the Sum of Eighteen pounds eleven shillings for the purpose of paying the Debts aforesaid he herein observing the Directions of the Law relating to such Sales —

Fowler Admrs Petn for Sale & Order No. 57

Humbly shew Bildad Fowler & John Fowler Admrs on the Estate of Bildad Fowler late of Westfield in the County of Hampshire deceased that the Debts due from s.d Estate as reported by the Commissioners thereon amount to £ 332 16 0 & the personal Estate & Credits to £ 84 3 11 & the whole of the Real Estate of s.d Deceased to £ 18 11 0 They therefore pray Liberty to sell the whole of s.d Real Estate for y.e Benefit of the Creditors — Which said Petition being read together with a Certificate of the Register of Probate of Wills &c for s.d County confirming the Facts therein stated; it is considered by the Court that the Administrators aforesaid be & they hereby are impowered to make Sale of all the Real Estate of s.d Deceased, for the purpose of paying the Debts due from s.d Estate so far as they thereby shall be enabled to do, the s.d Administrators herein conducting themselves according to the Regulations of the Law relating to such Sales

Clap vs Pomroy No. 63

Percy Clap of Southampton in the County of Hampshire Gent.t & Deputy Sheriff Plff. David Pomeroy yeoman Silvanus Pomeroy yeoman & Medad Pomeroy yeoman all of Northampton in the County aforesaid Defts. in a Plea of the Case for not delivering the Plff a Falls Boat according to their Promise as is at large set forth in the Declaration on File &c. The Plff appears & the Defts to three Times called to come into Court make Default of Appearance here Whereupon it is considered by the Court that the said Percy do recover against the said David Silvanus & Medad Six pounds Lawful money Damages & Costs of Suit taxed at £ 1 5 9 & therefore Execution of June 5. 1794

Wales vs Henry No. 64

James Wales of Norwich in the County of Hampshire Trader Plff vs Joseph Henry of Chester in the same County Gent.t Deft in a Plea of the Case for that s.d Joseph at Norwich aforesaid on March 25.th last by his Note for Value received promised to pay s.d James or his Order Nine pounds Thirteen shillings & 6d on Demand with Interest yet said Joseph the aggrieved has never paid s.d Sum but neglects & refuses to the Damage of s.d James twelve pounds The Plff appears & the Defts to three Times called to come into Court make Default of Appearance here Therefore it is considered by the Court that the said James do recover against the s.d Joseph Nine pounds fourteen shillings & eleven pence lawful money Damages & Costs of Suit taxed at £ 1 5 11 and stand &c Execution May 28. 1794

James Wales of Norwich in the County of Hampshire Trader Pltff
Ebenezer Meacham of Norwich aforesaid Yeoman Deft in a Plea of
the Case for that ye Ebenezer on March 5th last past at Norwich aforesaid
by his Note for Value rec'd promised to pay said James or his Ord Meacham
der Six pounds two shillings & ten pence L. W. on Demand with Int. Wales vs
till paid Yet said Ebenr the often requested has never paid the No 65
same but wrongfully & to the Damage of said James nine pounds
The Pltff appears & the Deft the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by
the Court that ye James do recover against ye Ebenezer Five pounds
fourteen Shillings & five pence L. W. Damages & Costs of Suit taxed
at £1 1s 5d 1 & thereof &c Ex Conisp May 28. 1794

Joseph Ingersol Esq. Administrator of the Estate of John Ingersol Esq. late of
Hampshire Administrator on the Estate of John Ingersol Esq. late of Ingersol Admr.
said Westfield deceased Pltff v. John Shepard of Blackberry in the vs.
County of Washington & State of New York Yeoman Deft in a Plea of Shepard
the Case for that ye John at Westfield on April 19th 1775 being in No 66.
debted to ye John then in full Life in the Sum of Twenty eight pounds
four shillings & one penny lawf. money to ballance book accounts
& in Consideration thereof promised to pay him the same when
with the Interest on Demand Yet ye John the often requested has
never paid the same to ye John deceased in his Life time nor to said
Administrators since the Decease of ye John but neglect & refuse to the
Damage of said Administrators in their ye Capacity fifty pounds
The Pltff appear & the Deft the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered by
the Court that ye Administrators do recover against ye Shepard
Fifty pounds lawf. money Damages & Costs of Suit taxed at
£1 1s 8d 1 & thereof &c Ex Conisp May 28. 1794

John Perry late of Chester in the County of Hampshire Yeoman Pltff Perry
v. Joseph Henry of the same Chester Yeoman Deft in a Plea of Henry
the Case for that ye Joseph at Chester on April 13th 1791 by his No 67.
Note for Value rec'd promised the Pltff to pay him or Order
Pounds lawf. money in Beef or neat Cattle within Six months
with Interest on Condition as stated at large in the Declaration on
file & yet ye Joseph the requested has never paid the same but neg
lects & refuses to the Damage of ye John Thirty pounds
The Pltff appears & the Deft the three Times called to come into
Court makes Default of Appearance here Wherefore it is consid
ered by the Court that ye John do recover against the ye Joseph
Eleven pounds seventeen shillings & three pence L. W. Damages
& Costs of Suit taxed at £1 1s 7d 1 & thereof &c Ex Conisp Feby 2d 1794.

Timothy Robinson of Granville in the County of Hampshire Esq. Pltff Robinson vs
v. John Crosier of Westfield in the County of Berkshire Crosier
Yeoman other wise called John Crosier of Middlefield in the County No 72
of Hampshire Yeoman Deft in a Plea of the Case for that ye John
at ye Middlefield on June 21st 1793 by his Note for Value rec'd pro
mised ye Timothy to pay him or Order £1 1s 1d lawf. money in
six months with Interest Yet the said John the often reques
ted has never paid the same but neglects & refuses to the Damage of
the said Timothy Twenty pounds The Pltff appears &
the Deft the three Times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court that the
said Timothy do recover against the said John Fourteen pounds
sixteen shillings & ten pence lawf. money Damages & Costs
of Suit taxed at £1 1s 12d 3 & thereof &c Ex Conisp May 28 1794

Atwater vs Lee No. 74

Russel Atwater of Blanford in the County of Hampshire Gent. Plt. vs Solomon Lee of Westfield in the same County yeoman Deft. in a Plea of Trespass on the Case for that the said Solomon at said Blanford on December 11th 1792 by his Note for Value rec'd promised said Russel to pay him or Order £14.6.3 2 M. worth of good merchantable West India or New England Rum at Cash price pr Hogshead to be delivered at the Store of George Bull in Hartford by June 11th then next with Interest Yet said Solomon the requested has not performed his said Promise but neglects it to the Damage of the said Russel Fourty pounds. — The Plt appears & the Deft the three Times called to come into Court has Default of Appearance here Wherefore it is considered by the Court that the said Russel do recover against the said Solomon Fifteen pounds nine shillings & seven pence Debt Money Damages & Costs of Suit taxed at £1.8.4 & therefor &c — Excon ff May 28. 1794.

Coe vs Wilson No. 75.

David Coe of Granville in the County of Hampshire yeoman Plff vs Abel Wilson of the same Granville yeoman Deft in a Plea of the Case for that on February 7th 1792 one Thos Robinson made a Note of hand promising said Abel to pay him £5. 2 M. worth of neat Cattle by October 1st then next for Value rec'd which said Abel by his Indorsement thereon ordered to be paid to the Plff for Value rec'd & said David says that on Oct. 1st aforesaid he requested & demanded payment thereof but said Timothy hath not paid the same but refuses to do it, whereof said David afterwards the same Day gave Notice to said Abel who thereupon became liable & in Consideration thereof promised to pay the same according by but has not done it to the Damage of said David Twelve pounds — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said David do recover of said Abel Six pounds three shillings & six pence Debt Money Damages & Costs of Suit taxed at £1.12.11 & therefor &c Excon ff May 28. 1794

Stebbins vs Scott No. 88

Zebina Stebbins & Thomas Stebbins both of Springfield in the County of Hampshire Traders Plff vs William Scott of Palmer in the same County Gent. Deft. in a Plea of the Case for that said William did at Springfield on April 8th 1794 being indebted to the Plff in the Sum of £15.3.4 2 M. for sundry Goods there before that time sold & delivered at his Request & to said Account, in Consideration whereof he promised to pay them the same on demand yet said William the requested has never paid the same but neglects it to the Damage of said Plff Twenty pounds The said Plff appears & the said William the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Zebina & Thomas do recover against the said William Fifteen pounds three shillings & four pence Debt Money Damages & Costs of Suit taxed at £1.8.11 & therefor &c Excon ff May 27. 1794.

Livermore vs Edwards No. 90.

Solomon Livermore of Chesterfield in the County of Hampshire yeoman Plff vs Zachariah Curtis yeoman & Persis his Wife both of the same Chesterfield Executors of the last Will & Testament of Timothy Barton late of Chesterfield aforesaid & in said Capacity Defts in a Plea of the Case said Timothy in his Life Time on August 1st 1791 in Consideration that said Solomon had then before that time sold & delivered to said Timothy at his Request divers goods specified on himself promised the said Plff in his Life time to pay him therefor on Demand so much Money as the same were worth & the said Plff avers that the same Goods were worth Fifteen pounds yet said Timothy by the requests in his Life Time nor the Executors after his Decease of said Timothy have never paid the same but neglect it to the Damage of said Solomon twenty pounds — The Plff appears & the Defts the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Solomon do recover against said Zachariah & Persis in their said Capacity Twenty pounds Debt Money Damages & Costs of Suit taxed at £1.7.11 & therefor &c Excon ff May 26. 1794

Spencer Whiting of Worthington in the County of Hampshire March Plff
vs Isaac Eddy Richard & Asa Richards both of Middlefield in the same
County Partners Defts in a Plea of the Case for that said Isaac and
John at Worthington aforesaid on January 16th last by their Note
for Value rec'd promised the Plff to pay him Eight pounds
one shilling & 1 d. on Demand with Interest yet said Isaac &
John tho requested have never performed their said promise but
refuse so to do to the Damage of said Spencer twenty pounds
The Plff appears & the Defts tho three times called to come into
Court make Default of Appearance here Wherefore it is con
sidered by the Court that said Spencer do recover against the
said Isaac & John Eight pounds ten shillings & five pence damages
& one pound ten shillings & five pence costs of suit & thereof
&c. 8th day May 26. 1794

Spencer Whiting vs Richards & Richards No. 97

The Revd Joseph Spalding of Worthington in the County of
Hampshire & the Inhabitants of the said Town of Worthington
Parties in a Plea of Reference by them entered into and acknowledged according to the Statute in such Case provided
The said Parties now appear & the Referees by them chosen
now send into Court their Award viz. That said Joseph
shall recover against the said Inhabitants Seventy five pounds
lawful money Damages & in full of all Demands submitted
& the further sum of six pounds eleven shillings for Costs
of Reference with Costs of Court & to certain Note of Hand given
by M. Spalding to the Town of Worthington for £68 or about
that sum to remain good not having been considered or
submitted &c. Whereupon it is considered by the Court
that said Joseph do recover against the said Inhabitants of
Worthington Seventy five pounds lawful money Damages
& Costs of Reference & Court taxed at £7. 12. 2 & thereof &c.

Spalding vs Worthington No. 98

Samuel Billeridge of Chesterfield in the County of Hampshire Physician
& Deborah Narramore of Goshen in the same County Spinster Parties
in a Plea of Reference by them entered into & acknowledged according to
the Statute &c. The Referees by them chosen now send into Court
their Award viz. That said Deborah is indebted to said John in the sum
of four pounds & four shillings in full of all Demands & that
said John do recover of said Deborah a sum of four pounds & four shillings
Damages & Costs of Reference taxed at £3. 12. 2 & Costs of Court
to be taxed by the Court. Whereupon it is considered by the Court
that said John do recover against said Deborah Four pounds four shil
lings & 1 d. Damages & Costs of Reference & Court taxed at £4. 12. 0
& thereof &c. Econ 26 May 1794

Billeridge vs Narramore No. 99

Samuel Hubbard of Hartford in the County of Hartford & State of Con
necticut Gent. Plff & Ezra Chapman of Westfield in the County of
Hampshire merch. Deft in a Plea of the Case for that said Ezra at said
Hartford viz at Westfield in July anno Domini 1793 by his Note
for Value rec'd promised the Plff to pay him or order One hundred
pounds five shillings & 1 d. with Interest thereon next after
Interest after that time & also for that said Ezra at said Hartford viz
at said Westfield on same day last past being justly indebted to
the Plff in one other sum of One hundred pounds five shillings
& six pence lawful money for the like sum of money then before
that time had & rec'd to the use of the said Ezra being so indebted
in Consideration thereof afterwards undertook & to the said Plff
then & there faithfully promised to pay him the same last mentioned
sum with the Interest on Demand yet the said Ezra tho
often requested hath never performed either of his promises
aforesaid but neglects it to the Damage of the said Samuel one
hundred & fifty pounds. The Plff appears & the Deft tho three times
called to come into Court makes Default of appearance here Wherefore
it is considered by the Court that said Samuel do recover against the

Hubbard vs Chapman No. 100

said John one hundred & four pounds five shillings & six pence of lawful money Damages & Costs of Suit taxed at £104.18.7 — After all which the Deft by John Ingersol Gent his Attorney into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the Fourth Tuesday of September next & he recognizes with Surety for Prosecuting his said Appeal with Effect &c.

Noble v Norton & Nº 110 — Horace Noble of Westfield in the County of Hampshire yeoman Plff vs Josiphus Lee Reuben Stevens & Elisha Norton all of Southwick in the same County yeoman Defts in a Plea of the Case for that said Josiphus Reuben and Eldad & Stephen Norton viz at Westfield aforesd on July 30th last by their Note for Value rec'd promised the Plff jointly & severally to pay him or his Order Nine pounds twelve shillings & three pence on or before November 15th then next with Interest yet said Defts tho requested have not paid the same but neglect & refuse to the Damage of said Horace Twenty pounds

The Plff appears & the said Eldad & Reuben who only have been summoned, tho three times called to come into Court make Default of appearance here Therefore it is considered by the Court that said Horace do recover against said Eldad & Reuben Eight pounds twelve shillings & seven pence £8.12.7 Damages & Costs of Suit taxed at £ [illegible] against the Defts

Execution issued June 2d 1794

Same v Blair Nº 115 — Horace Noble of Westfield in the County of Hampshire yeoman Plff vs Robert Blair the younger of Blandford in the same County yeoman Deft in a Plea of the Case for that said Robert Blair on November 22d last by his Note for Value rec'd promised the Plff on or before [illegible] £4.14.3 on Demand with Interest yet said Robert tho requested have not paid the same but neglect & refuse to the Damage of said Horace Ten pounds

The Plff appears & the Deft tho three times called to come into Court make Default of appearance here Therefore it is considered by the Court that said Horace do recover against said Robert Four pounds seven shillings & three pence £4.7.3 Damages & Costs of Suit taxed at £ [illegible]

Execution issued June 2d 1794

Smith v [illegible] Nº [illegible] — [illegible] of Chester in the County of Hampshire [illegible] Plff vs Francis Atwood of Westhampton in the County of Hampshire [illegible] Atwood of Goshen in the County of Hampshire [illegible] Plea of the Case for that said Francis [illegible] on or before October 22d 1792 by their Note [illegible] said Deft tho three times called to come into Court [illegible] appearance here Wherefore it is considered by the Court that said John do recover against said Francis [illegible] Shillings & six pence [illegible] Damages & Costs [illegible]

Execution issued May 22d 1794

Shepard v [illegible] Nº [illegible] — Daniel [illegible] of Chester in the County of Hampshire Esqr Plff vs Daniel Clawson [illegible] in said County [illegible] Plff Daniel at Chester [illegible] his Note for Value rec'd [illegible] Eighteen shillings [illegible] said Daniel tho [illegible] Damage thereof Twenty pounds The Plff appears & the Deft tho three times called [illegible] appearance here Wherefore it is considered by the Court that said [illegible] Daniel Eleven pounds eleven shillings & [illegible] Damages & Costs of Suit taxed at £ [illegible] against the Deft

Joseph Dudley Selden & Roger Selden [illegible]
of Hadley & [illegible] Hadley [illegible]
Hadley [illegible] Hadley [illegible]
Witness appeared [illegible] Hadley [illegible]
Plea of the Case for that [illegible] Hadley [illegible]
in full Life in Consideration that said [illegible]
Time [illegible] said delivered to him the said
Timothy divers Goods Wares & Merchandises [illegible] Roger then
& there promised to pay them so many [illegible] Goods &
were reasonable worth on Demand & said Joseph & Roger say said
Goods were & were worth Thirteen pounds Six Shillings & No
[illegible] said Timothy has in his
Life not said & Timothy since his decease [illegible]
but neglected to the Damage of said [illegible] Eighteen pounds
The Plfs also & the said Timothy [illegible] times called to come
into Court [illegible] Defaults of [illegible]
ered by the Court that [illegible] Joseph & Roger do recover against [illegible] Timothy
in his Capacity aforesaid Thirteen pounds six Shillings & [illegible]
Money Damages & Costs of Suit taxed [illegible] Therefore

Philip Smith & Windsor Smith both of Hadley in the County of Hampshire
Shopkeepers Plfs & Simeon Chamber of the same Hadley Cordwainer Smith & al
Deft in a Plea of the Case for that said John ab Hadley on August 26. 1793 & Chamber
by his Note for Value received promised the Plfs to pay them or their Or
der Nine pounds Lawful Money by May 1st then next with Interest also for No 192
that said John ab Hadley on August 26th aforesaid by his other Note
for Value received promised the Plfs to pay them or Order the Value of
Nine pounds Lawful by November 1st then next in Produce per Ct
at Cash price with Interest yet said John the requested has never perf
ormed either his promises aforesaid but neglects it to the Damage
of said Philip & Windsor Thirty pounds — The Plfs appear
& the Deft the three times called to come into Court make Default
of Appearance here Wherefore it is considered by the Court that the
said Plfs do recover against the said John Eighteen pounds & Eleven
Shillings & six pence Lawful Damages & Costs of Suit taxed all but out
Sight all which the said John by Simeon Strong Esq his Att comes
into Court & appeals from the Judgment of that Court to the Ju[illegible]
Judicial Court to be holden at Northampton in & for the County of
Hampshire on the fourth Tuesday of September next & he recognizes
with Sureties as the Law directs for said John prosecuting his said
Appeal with Effect &c —

Nathaniel B. Miller of Newport in the State of Rhode Island Merch. Miller vs
Plff vs. John Leonard Junr of Heath in the County of Hampshire Leonard
Yeom. Deft in a Plea of the Case for that said Leonard at Heath aforesd
on May 24 1792 being indebted to the Plff in £100 L.M. Lawful No 126
Money for the Use Loan of Money by said Leonard for the Plff & to
his Use before that Time had received & being so indebted Leonard
in Consideration thereof assumed on himself & to the Plff promised
to pay him the same Sum with Interest yet Leonard the requested
has never paid the same but neglects it to the Damage of
said Miller One hundred & twenty pounds — The Plff appears & the
said John the three times called to come into Court make Default
of Appearance here Whereupon the Plff appeared the Defd
Parties ~~appear~~ agree that this Case be continued to the next Term for
Imparlance, and it is considered by the Court that they have
Day accordingly until the next Term

Newton & al
v
Taylor & al
No 127

Thaddeus Newton, Blacksmith & Thomas Sargent yeoman both of Fulham in the County of Windham & State of Vermont Plfs v. Asahel Taylor & Elisha Taylor both late of South Hadley in the County aforesaid yeomen in a Plea of Debt for that said Newton & Sargent on September 5. 1791 at Northampton & for & before Frank Esq Just. Pac by the Consideration of s. Justice recovered Judgment against s. Asahel & Elisha for Twenty pounds 14/5 Damages & 27/ for Costs — which Judgment remains in full force & unsatisfied and s. Defts the required have never paid the same but neglect it to the Damage of s. Plfs Twenty pounds — The Plfs appear & the Defts the three Times publicly called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the Plfs do recover against the Defts

Debt & Costs of Suit taxed at £1 16 11

& that the Plfs may have their Execn —

Shaw & al
v
Taylor & al
No 128.

Joseph Shaw & Benj. Shaw both of Fulham in the County of Windham & State of Vermont yeomen Plfs v. Asahel Taylor & Elisha Taylor both late of South Hadley in the County of Hampshire yeomen Defts in a Plea of Debt for that s. Joseph & Benjamin on September 5. 1791 at Northampton aforesaid before Ben. Frank Esq Just. Pac by the Consideration of said Justice recovered Judgment against s. Asahel & Elisha for the Sum of £12 13 7 Damages & £1 7 0 Costs which Judgment remains in full force & unsatisfied & said Defts the required have never paid the same but neglect it to the Damage of s. Joseph & Benjamin Twenty pounds The Plfs appear & the Defts the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the s. Joseph & Benjamin do recover against the Asahel & Elisha Debt and Costs of Suit taxed at £1 1 Cent & that of &c —

Rawson v
Smith
No 129.

Joseph Rawson of Montague in the County of Hampshire Blacksmith Plff v. Moses Smith of Deerfield in the same County Blacksmith Deft in a Plea of the Case for that s. Moses at s. Deerfield on February 15th 1792. by his Note for Value rec'd promised the Plff to pay him sixty pounds L Mo by the middle of October then next & the Interest yet said Smith the required has never paid the same but neglects it to the Damage of said Rawson Ten pounds — The Plff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Joseph do recover against the said Moses Six pounds sixteen Shillings & three pence lawf. money Damages & Costs of Suit taxed at £2 9 10

Execn if. May 27. 1794 —

& that of &c —

Lyman v
Coats
No 130

Eliphalet Lyman of Greenfield in the County of Hampshire Gent. Plff v. John Coats of Bernardston in the same County yeoman Deft in a Plea of the Case for that s. Coats at Greenfield aforesaid on September 12th 1792 by his Note for Value rec'd promised the Plff to pay him £8 9 0 L Mo & the Interest by October 1. 93. yet s. Coats the required has never paid the same but neglects it to the Damage of s. Eliphalet Sixteen pounds — The Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s. Eliphalet do recover against s. John Nine pounds five Shillings & eleven pence L Mo Damages & Costs of Suit taxed at £1 10 9 & that of &c

Execn if. May 27. 1794 —

Temple v
Wood
No 131

Isaac Temple of Westfield in the County of Hampshire & State of New Hampshire yeoman Plff v. Samuel Wood of Bernardston in the County of Hampshire Yeoman Deft in a Plea that s. Isaac at Hadley aforesaid & Northampton by the Consideration of the Justices of the Inferior Court of Common Pleas holden at Springfield in the County of Hampshire on the third Tuesday of June 1792 recovered a Judgment against s. Samuel for £4 12 7 Damage & £1 8 2 Costs which Judgment remains in force & unsatisfied [illegible] which

to said Isaac to demand & have of s^d Samuel Plums with 2/ more for two Quarts of Excise yet s^d Samuel his executor has never paid the same but neglects & refuses to the Damage of s^d Isaac fifteen pounds — The Plff appears & the Defdt being three Times called to come into Court makes Default of Appearance therefore it is considered by the Court that s^d Isaac do recover against the s^d Samuel Six pounds eighteen shillings & eight pence besides Damages & costs of Suit taxed at £ 1 14 11 — Pancoast

Excon if^d Septr 21 1794

Barrett vs Nichols — No. 132.

John Barrett of Northfield in the County of Hampshire Gent^m Plff vs Nathan Nichols late of Berkshire in the County of Berkshire Defdt in a Plea of the Case for that s^d Nathan at Northfield on April 25th 1793 by his Note for Value rec^d promised the Plff to pay him on Demand Two Bushels & Sixteen Quarts of Wheat on February 1st then next at four shillings p^r Bushel & Sixteen Quarts for that s^d Nathan on Feby 5 1793 by his Note for Value rec^d promised the Plff to pay him or Order 12/10 & 1 Bu^l & Sixteen Quarts of Rye & s^d Nathan the requested has not paid the same but neglects & refuses to the Damage of s^d John nine pounds. The Plff appears and the Defdt being three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said John do recover against the said Nathan four pounds fifteen shillings & nine pence £ & Damages & Costs of Suit taxed at £ 1 10 7 & Pancoast &c

Excon if^d May 27 1794

Fuller vs Murray — No. 133.

Julius Fuller of Hudson in the County of Columbia & State of New York yeoman Plff vs Seth Murray of Northfield in the County of Hampshire Gent^m Defdt in a Plea of the Case for that s^d Seth at Northfield in the County of Hampshire on December 4th last by his Note for Value rec^d promised the Plff to pay him or Order £ 5 Bu^l 8 Q in solid Cash by April 1st then next with the Plff s^d Seth the often requested has not paid the same but neglects & refuses to the Damage of said Julius Twelve pounds — The Plff appears & the Defdt being three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Julius do recover against s^d Seth Six pounds one shilling & seven pence £ & Damages & Costs of Suit taxed at £ 1 13 7 & Pancoast &c

Excon if^d May 31 1794

Fenwick vs Williams — No. 138.

Gad Smith of Whately in the County of Hampshire Trader Plff in a Plea of the Case for that said Henry at Whately aforesaid on September 2nd 1793 by his Note for Value rec^d promised the said Gad to pay him or Order Twenty pounds 1/3 by October 1st & Fifteen Quarts of Rye & the said Henry the requested has never paid the same but neglects & refuses to the Damage of said Gad twelve pounds — The Plff appears & the Defdt being three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Gad do recover against the said Henry twenty pounds nine shillings & three pence £ & Damages & Costs of Suit taxed at £ 1 15 9 & Pancoast &c

Excon if^d June 11 1794

Billings vs Francis — No. 139.

William Billings of Conway in the County of Hampshire Yeoman Plff vs Thomas Francis of Whitingham in the County of Windham Defdt in a Plea of the Case for that s^d Thomas at Conway aforesaid on November 4th 1793 by his Note for Value rec^d promised said William to pay him or Order £ 1 11 6 on Demand & s^d Thomas the said also for that s^d Thomas at Conway aforesaid by his other Note of the same Date for Value rec^d promised & agreed to pay him Seven shillings on demand & s^d Thomas the requested has never performed either of s^d promises but neglects & refuses to the Damage of said William fifteen pounds. The Plff appears & the Defdt being three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said William do recover against s^d Thomas Eleven pounds eighteen shillings & three pence £ & Damages & Costs of Suit taxed at £ 1 1 1 & Pancoast

Excon if^d June 11 1794

Smith vs Baron No. 140

Gad Smith of Whately in the County of Hampshire Trader Plaintiff & Jonathan Baron of Whately aforesaid yeoman Defdt in a Plea of the case for that said Jonathan at Whately aforesaid on October 10. 1793 according to the Usage & Custom of Merchants made his inland Bill of Exchange called an order directed to one Elias White requesting said John to pay said Gad Seven pounds & ye Subscribers of said Bill from divers other Persons called upon of the demand said Jonathan had on said John from one Israel Scott for a Horse sold to said Israel & afterwards on ye 15th day of October aforesaid said Gad gave Notice to said John of said Bill & requested payment thereof but said John refused to accept & pay the same, at which said Jonathan had Notice & became liable to pay the same to said Gad & in Consideration thereof promised to pay the same, yet said Jonathan tho requested has never paid the same but neglects & refuses to the Damage of said Gad Ten pounds — The Plff appears & the Defdt tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Gad do recover against said Jonathan seven pounds & costs of suit taxed at £1. 3. 3 & therefor &c. Exon ye Jun 11. 1794 —

Hazeltine vs Hazeltine & al No. 143.

Silas Hazeltine of Templeton in the County of Worcester Gentn Plaintiff vs Stephen Hazeltine Trader & David Hazeltine Trader both of Leverett in our County of Hampshire Defdts in a Plea of the case for that said Stephen & David at Leverett on October 29th last by their Note for Value received promised said Silas to pay him or Order three hundred & one pounds 12/3 & No on Demand with Interest for said same yet said Stephen & David tho requested have neglected & refused the same but are to the Damage of said Silas four hundred pounds — The Plff appears & the Defdts tho three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that said Silas do recover against said Stephen & David two hundred sixty four pounds six shillings & three pence Damages & costs of suit taxed at £1. 14. 7 & therefor &c. Exon ye June 2d 1794.

Dart vs Merrill

The subscribers of Medford in the County of Middlesex Stephen Merrill & Darwin of Granby in the County of Hampshire Husbandman Defdts in a Plea wherein said subscribers demand against said Defdts a certain Piece of land with the appurtenances situate lying & being in said Granby wherein said Ebenezer now dwells bounded beginning at a white pine & stones thence running S° 2° 45' E 138 rods to a chestnut tree & stones thence S° 2° 45' W 10 rods to a mark pine Tree thence N° 2° 45' W 138 rods & 12 feet to a mark pine Tree thence W 2° 45' N° 160 rods to the first mentioned bounds as their right & title appears unto us said Ebenezer hath not entered but by force & wrongfully & without consent made entry thereon within twenty years now last past & whereon said subscribers say that we within twenty years last past in a New Peace were seized of the lands above described with the appurtenances in our Demesne as of fee & Ebenezer the said Defdt entered into the same & the same held & possessed from us to our Damage two hundred pounds — The Plff appears & the Defdts tho called to come into Court make Default of appearance here Wherefore it is considered by the Court that the said subscribers do recover against the said Ebenezer & Darwin for their damages & costs & the demanded premises of the said Ebenezer & all in two months & [illegible]

Dickinson vs Field

Stoughton Dickinson of Amherst in the County of Hampshire yeoman Plaintiff vs Thomas Field of Pelham in the same County yeoman Defdt in a Plea of the Case for that said Thomas at said Amherst on January 3d last by his Note for Value received promised said Stoughton to pay him or order [illegible] pounds [illegible] 3d & No on demand [illegible] yet said Thomas tho requested has never [illegible] the Damage of said Stoughton ten pounds — The Plff appears & the Defdt tho three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that said Stoughton do recover against said Thomas [illegible] pounds six shillings Damages & costs of suit taxed at £1. 3. 7 & therefor &c. Exon ye May 31. 1794

Ellis & Turner of Pelham in the County of Hampshire Yeomen Pltfs
Peter Stubbard of Holden in the County of Worcester Yeoman Defdt
in a Plea of the Case for that said Peter by said Holden on a note to Ellis & Turner
April 5 1793 by his Note in Writing promised said Ellis & Turner
or Order Twelve pounds L.M. within twelve months from the date thereof
and interest. The said Peter the Defendant
but neglected to the Damage of said Peter Fifteen pounds. The Plfs
appear & the Defdt the three Times called to come into Court make Default
of Appearance here Wherefore it is considered by the Court
that said Ellis do recover against said Peter
Damages & Costs of Suit by them expended £1.13.5 & Execution
Calvin Richards of Shutesbury in the County of Hampshire Yeoman Pltff
Jonathan Pierce of Shutesbury aforesaid Yeoman Defdt in a
Plea of the Case for that said Jonathan at said Shutesbury on November 16th
1793 by his Note for Value rec'd promised said Calvin to pay him or
his Order Nine pounds & six shillings lawful money on Demand
with Interest for the same till paid. Yet said Jonathan the requested
has never paid the same but neglected to the Damage of said Calvin
Nine pounds. The Plfs appears & the Defdt the three Times called to come
into Court make Default of Appearance here Wherefore it is considered
by the Court that the said Calvin do recover against the said Jonathan
Six pounds ten shillings & eleven pence L.M. Damages & Costs of Suit
taxed at £1.5.5 & Execution &c. Execution Pltff Pierce
Jacob Jones of Shutesbury in the County of Hampshire Yeoman Pltff
Jacob Packard Yeoman Lebbeus Hayward Yeoman & Daniel Gray
Yeoman all of Pelham in the County aforesaid Defdts in a Plea
of the Case for that said Jacob & Lebbeus & Daniel by their Note for Value
received promised said Jacob to pay him or his Order Twelve pounds
L.M. within two months from the Date with Interest. Yet said Defdts
the requested have never paid the same but neglected to the Damage
of said Jacob Nine pounds. The Plfs appear & the Defdt the
three Times called to come into Court make Default of Appearance
here Wherefore it is considered by the Court that the said Jones do recover
against the said Packard Hayward & Gray Six pounds seven shillings
& four pence L.M. Damages & Costs of Suit taxed at £1.18.[illegible] & Execution
Execution Pltff Jones Packard
Joseph Browning of Brimfield in the County of Hampshire Esq. Pltff
v. William Scott of Palmer in the same County Esq. Defdt in a Plea
of the Case for that said William at said Brimfield on January 8th last
by his Note of Hand for Value rec'd promised said Joseph to pay
him £16.2.10 L.M. on Demand with Interest. Yet said William
the requested has never paid the same but neglected to the Damage
of said Joseph Twenty four pounds. The Plfs appear & the Defdt the three
Times called to come into Court make Default of Appearance
here Wherefore it is considered by the Court that said Joseph do recover
against said William Sixteen pounds ten shillings L.M. Damages
& Costs of Suit taxed at £1.13.1 & Execution Execution Pltff Browning & Scott
Nathaniel Danielson of Brimfield in the County of Hampshire Esq. &
Thomas Anderson of Monson in said County Physician Admr
on the Estate of Timothy Danielson late of said Brimfield Esq. deceased
said Copartnership Pltffs v. Joseph Tucker of the same Brimfield Cooper
Defdt in a Plea of the Case for that said Tucker at said Brimfield
on August 13th 1783 by his Note for Value rec'd promised said Timothy
ten Cows to pay him Five pounds Seventeen shillings & five
pence L.M. on Demand with Interest. Yet said Tucker the other
requested has not paid the same to said Timothy in his Life
time or to the Pltffs since said Decease of said Timothy but neglected
to the Damage of said Pltffs in their said Copartnership Eighteen pounds
The Pltffs appear & the Defdt the three Times called to come into Court
make Default of Appearance here Wherefore it is considered by the
Court that said Nathl & Thomas do recover against said Tucker Eighteen pounds
Thirteen shillings & Six pence L.M. Damages & Costs of Suit taxed
£1.11.[illegible] & Execution &c. Execution Pltffs Daniel[illegible] Adm v. Tucker

Corey vs Paddock No. 161

Jacob Corey of Sheffield in the County of Worcester Physician Pltff in a Plea of the Case for that Pltff James of Shutesbury on at Northampton on May 5. 1788 by his Note for Value rec'd promised the Pltff to pay him or Order £17.5.6 L.M. in valuable Neat Stock at Cash price within three Years with Interest till paid yet Defdt Paddock the requested has never delivered Pltff Cattle or any way satisfied the Pltff but neglected & refused to his Damage Twenty pounds The Pltff appears & the Defdt tho three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Pltff do recover against Defdt James Seven pounds nine shillings & one penny L.M. Damages & Costs of Suit taxed at £ 1.16.5 & thereof &c Execuff May 26. 1794 —

Strong Esq. vs Williams Esq. No. 163

Caleb Strong of Northampton in the County of Hampshire Esq. Pltff John John Williams of Deerfield in the same County Esq. Defdt in a Plea of the Case for that Pltff at Northampton aforesaid on June 26th last past by his Note of that Date for Value rec'd promised said Caleb to pay him or Order One hundred & fifty five pounds & fourteen shillings Lawful Money in six months with Interest till paid yet Defdt John the requested has never paid the same to said Caleb but neglected & refused to the Damage of said Caleb Two hundred pounds The Pltff appears & the Defdt tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pltff Caleb do recover against Defdt John One hundred forty six pounds one shilling & two pence Lawful Money Damages & Costs of Suit taxed at £ 0.17.3 After all which said Defdt John by Ephraim Williams Esq. his Attorney into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the fourth Tuesday of September next & recognizes with Sureties for John prosecuting his said Appeal with Effect &c

Brown vs Hemingway No. 164

Thomas Brown of Belchertown in the County of Hampshire yeoman & Samuel Hemingway of Greenwich in the same County yeoman Parties in a Suit of Reference by Rule entered into & acknowledged according to the Statute in such Case provided — The Referees by the Parties chosen now send into Court their Award That Pltff Brown recover against Defdt Hemingway Nine pounds Debt & £ 3.9.0 Costs of Reference &c which said Award being considered is accepted by the Court & this Case is dismissed

Williams vs Clayton No. 165

Joseph Williams of Lyme in the County of New London & State of Connecticut yeoman Pltff & Ebenezer Clayton of Chesterfield in the County of Hampshire yeoman Defdt in a Plea of the Case for that Pltff at Northampton on November 15th 1792 by his Note for Value rec'd promised Pltff Joseph to pay him Fifty pounds lawful Money in good merchantable Beef Cattle to be delivered in Norwich aforesaid in the month of October 1793 at the market Cash price with Interest yet said Ebenezer the requested has never paid the same but neglected & refused to the Damage of said Pltff Twenty pounds The Pltff appears & the Defdt tho three Times called to come into Court makes default of Appearance here Wherefore it is considered by the Court that Pltff do recover against Defdt Ebenezer Fifty four pounds & twelve shillings L.M. Damages & Costs of Suit taxed at £ 1.14.3 to all which said Ebenezer by John Woodbridge his Attorney comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the fourth Tuesday of September next & recognizes with Sureties for Ebenezer prosecuting his said Appeal with Effect &c

Daniel Morse of Hadley in the County of Hampshire Husbandman Pltff
vs Joseph Ingraham of the same County of Hampshire Cordwainer
Deft in a Plea of the Case for that s^d Joseph at Hadley and Northampton Morse
on January 1st last by his Note for value received promised the Pltff to
pay him or Order Forty pounds five shillings & eleven pence in good cor- Ingraham
rent Money of Order Forty pounds five shillings & eleven pence on Demand with Interest & pf
said Joseph the requested has never paid the same but neglects & refuses No 166
to the Damage of s^d Daniel ten pounds — The Pltff appears & the Deft
the three Times called to come into Court makes Default of Appear
ance here Wherefore it is considered by the Court that s^d Daniel
do recover against the s^d Joseph Forty pounds five shillings & ten
pence Lawful Damages & Costs of Suit taxed at £ 1 18 8 & therefore
Execution May 28. 1794

Daniel Forbes of Greenfield in the County of Hampshire Husbandman Pltff Forbes
vs James Robinson of Shrewsbury in the County of Rutland & State of Robinson
Vermont Yeoman Deft in a Plea of the Case for that s^d James of s^d No 167
Greenfield on September 25th 1792 by his Note for value received promised
the Pltff to pay him or his Order Fifteen pounds in nine months with
Interest — Also for that s^d James of Greenfield aforesaid on the
25th day of September by his other Note for Value received promised
the Pltff to pay him another sum of Fifteen pounds in six months
with Interest Also for that s^d James of Greenfield aforesaid on
February 9th last by his Note for Value received promised the Pltff
to pay him Seven pounds ten shillings in three months with
Interest yet s^d James the requested has never paid either said
Notes but neglects & refuses to the Damage of s^d Forbes Twenty pounds
The Pltff appears & the Deft the three Times called to come into
Court makes Default of Appearance here Wherefore it is consider
ed by the Court that s^d Daniel do recover against s^d James Forty
one pounds one shilling & seven pence Lawful Money Damages &
Costs of Suit taxed at £ 1 11 6 & therefore Execution May 30. 1794

Josiah Willard of Norwich Yeoman Pltff vs Francis Harwood of Willard
Westhampton in the County of Hampshire Physician Deft in a Plea of vs
the Case for that s^d Francis at Norwich aforesaid on March 12th 1792 Harwood
by his Note for Value received promised s^d Josiah to pay him six pounds No 168
ten shillings by the first of May next with Interest yet s^d Francis
the requested has not paid the Pltff the same but neglects & refuses to
Damage of said Josiah Ten pounds — The Pltff appears & the Deft
the three Times called to come into Court makes Default of
Appearance here Wherefore it is considered by the Court that
the said Josiah do recover against the s^d Francis six pounds twelve
shillings & six pence of Lawful Money Damages & Costs of Suit
taxed at £ 1 4 10 & therefore Execution May 28 1794

Josiah Willard of Norwich Yeoman Pltff vs Samuel Fairman of Fame vs
Norwich in s^d County Yeoman Deft in a Plea of the Case for Fairman
that s^d Samuel at s^d Norwich on May 15th 1793 by his Note for Value No 169
received promised s^d Josiah to pay him or Order Forty pounds Fif-
teen shillings by January 1st then next with Interest till paid
yet s^d Samuel the requested hath not said the Pltff the same
but neglects & refuses to the Damage of said Josiah Seven pounds
The Pltff appears & the Deft the three Times called to come into
Court makes Default of Appearance here. Wherefore it is consi
dered by the Court that said Josiah do recover against the s^d Sam
uel Five pounds & ten pence Lawful Damages & Costs of Suit tax
ed at £ 1 5 3 & therefore Execution May 28. 1794

Samuel Mather of Westfield in the County of Hampshire Esqr Pltff Mather
vs Asher Stanchet of the same Westfield Yeoman Deft in a Plea of vs
the Case for that s^d Asher at Westfield on February 18th 1793 by his Stanchet
Note for Value received promised the Pltff to pay him or Order seventy No 170
two pounds eight shillings & four pence L^awful with Interest yet s^d
Asher the requested has never paid the same but neglects & refuses to the Damage
of the Pltff appears & the Deft the three

times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Samuel do recover against the said Moses Twenty four pounds two shillings lawful money Damages & Costs of Suit taxed at £ 4-7-11 & therefor &c Execution May 29. 1794.

S. Pitts Appl
vs
S. Willis
No. 173.

Samuel Pitts of Grange in the County of Hampshire yeoman & Levi Willis of Athol in the County of Worcester Cordwainer Parties in a Rule of Reference by them entered into & acknowledged according to the Statute in such Case provided — The Referees by them chosen now send into Court their award Viz. That said Samuel do recover against s. Levi Costs of Reference taxed at Fifteen shillings & four pence. Whereupon it is considered by the Court that Samuel do recover against the said Levi the aforesaid Costs of Reference with the Costs of Court being Two pounds one shilling & two pence & therefor &c

Execution May 28 1794 —

Shing Coms
vs
Ramsay
No. 175

Humbly shews Amos Shing of New Marlborough in the County of Berkshire Clothier that his Estate was attached & himself summoned to answer in a Suit brought against him by Jonathan Ramsay of Stockbridge in the State of Connecticut Trader — That s.d Ramsay has failed to prosecute said Suit, said Amos therefore prays his Costs may be allowed him Whereupon it is considered by the Court that s.d Amos do recover against s.d Jonathan his Costs in defending Suit taxed at £1-11-9 & therefor &c

M Gilchrist
admx Petn &
Order
No. 176.

Humbly shews Mary Gilchrist Admx on the Estate of Marsena Gilchrist late of Brimfield in the County of Hampshire deceased that the whole of the personal Estate of s.d Deceased was inventoried at £45.1.9 y.e Real Estate appraised Seventy pounds, that the Debts due from said Estate with Admx.s Account allowed amount to £88.7.9 which exceeds the personal Estate £43.6.0, that the Widows Right of Dower being £23.6.8 leaves only £46.13.4 which leaves only £3.8.4 more than will be sufficient to pay the Debts & Costs of Sale &c She therefore prays she may be licensed to sell the two remaining Thirds of the Real Estate for the payment of the Debts due from s.d Estate & Costs of Sale &c. Which said Petition being read together with a Certificate of the Judge of Probate of Wills &c for s.d County confirming the Statements therein made & that in his Opinion it is necessary that s.d Admx be licensed to sell y.e Real Estate of s.d Deceased to y.e Amt of £46.13.4 — It is thereupon considered by the Court that s.d Admx be & she hereby is empowered to make Sale of so much of the Real Estate of s.d Deceased as shall produce the Sum of Forty six pounds Thirteen shillings & four pence for the purpose of paying the Debts due from s.d Estate, she herein observing the Directions of the Law relating to such Sale, &c

Dan Rowe Admr
Petn for Sale
& Order
No. 178

Humbly shew Thankfull Rowe & Radcliff Granger Admrs on the Estate of Dan Rowe late of Granby in the County of Hampshire deceased that the Debts due from said Estate & the Admrs Account allowed exceed the personal Estate & Credits of s.d Deceased £151.7.6, & that it is necessary so much of the Real Estate of s.d Deceased should be sold as will produce s.d Sum & by such Sale the Residue thereof would be of but little Value to the Heirs — And where it would be advantageous to the Heirs & Children of s.d Deceased who are all Minors but one to have the whole of s.d Real Estate sold together & the proceeds of s.d Sale after the payment of the Debts & incidental Charges so far as the Widow & Minor Children of the Deceased are interested therein be put on Interest for their Benefit They therefore pray they may be licensed to sell the whole of the Real Estate of

said Deceased for the purposes mentioned in s^d Petition, excepting the old eldest Child & Heir, Ralph Shain who has already arrived to full Age. Which said Petition being read together with the Request of Ebenezer Shaw the eldest Son of said Deceased praying that which Real Estate may be sold & engaging to execute a Deed of his Share therein to the Purchaser &c as also the Certificate of the Judge of Probate of Wills for s^d County that in his Opinion it is necessary & best to have the prayer of s^d Petition granted It is therefore considered by the Court that the Administrators be & they hereby are impowered to make Sale of all the Real Estate of said Deceased agreeable to the prayer of their petition, the oldest Son Shaw Shain only excepted, the said Administrators herein observing the Directions of the Law relating to such Sales

Perkins vs Graham No. 179

Humbly shews Daniel Perkins of Middlefield in the County of Hampshire Yeoman that at a Court before Daniel Shepard Esqr Justice Pacis on April 28. 1794 he recovered Judgment against William Graham of the same Middlefield Yeoman for £ 4.6.3 for Cost in defending the Suit of s^d William, from which Judgment s^d William appealed to this Court but has failed to prosecute the same He therefore prays Affirmation of s^d Judgment with additional Damages & Costs Whereupon it is considered by the Court that said Daniel do recover against s^d William his Costs in defending the Suit of the s^d William taxed at £ 2.16.0 & thereof &c — Execution & Fine 2^d June 1794 —

A Rowe Admr Petn for Sale & Order No. 180

Humbly shews Moses Rowe Admr on the Estate of Isabel Lowe late of Worthington in the County of Hampshire deceased that the personal Estate of s^d Deceased amounts to £ 550.13.7, that Debts due from s^d Estate amount to £ 1253.11.4 - That the Real Estate s^d Isabel died seized of was appraised at £ 30.15.0 & that it is necessary s^d Real Estate should be sold for the payment of Debts s^d Admr therefore prays he may be licensed to sell the same &c Which said Petition being read with the Judge of Probate of Wills &c for s^d County Certificate confirming the Statement therein made; it is considered by the Court that the s^d Admr be & he hereby is impowered to make Sale of all the Real Estate of said Isabel for the purpose of paying the Debts due therefrom, he the said Admr herein observing the Directions of the Law relating to such Sales

Humbly shews William Ely of Springfield in the County of Strafford Administrator de bonis non of Noah Lanckton late of West Springfield in said County deceased that John Lanckton now deceased was Administrator on the Estate of s^d Noah, that on the third Tuesday of January A.D. 1793 on a Settlement of s^d Admr's Accounts that the Debts of the s^d Noah deceased exceeded the whole personal Estate of s^d Noah, with the Admr's Accounts & Vouchers therein £ 119.0.10 & whereon s^d John applied to this Court for Liberty to sell Real Estate for the payment of the same which was granted him at s^d Term & s^d John afterwards died not having sold said Real Estate or discharged said Debts. Your petitioner has no personal Estate of s^d Noah to pay the same & therefore prays he may be authorized to make Sale of so much of s^d Noah's Real Estate as may be sufficient to pay the same with the Charges &c. Interest on the same s^d Interest amounting to £ 9.10.0 —

Which said Petition being read with the Judge of Probate of Wills &c for said County's Certificate confirming the Facts therein stated — It is by the Court considered that the said William be & he hereby is authorized

to make Sale of so much of the Real Estate of the said Noah Lanckton deceased as shall produce the Sum of Five hundred thirty one pounds for the purpose mentioned in his said Petition, he having first published a Notification of such Sale in the Federal Spy for three weeks previous to such Sale, & otherwise conforming to the Directions of the Law relating to such Sales

Trevett vs Bates & Ux 192

Esther Burk of Springfield in the County of Hampshire Widow & Thomas Bates of the same Springfield Innholder Parties in a Plea of Trespass by them entered into & acknowledged according to the Statute in such Case made & provided &c, The Referees by them chosen now send into Court their Award that pl Esther do recover against Def Thomas £ 3.12.7 Damages & 13/ Cost of Reference, & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that pl Esther do recover against Def Thomas Five pounds twelve shillings & seven pence £ Damages & Costs of Reference & Court taxed at £ 1.14.4 & therefor &c Execution May 27. 1794

William Bliss of Springfield in the County of Hampshire Gentleman is now admitted to be an Attorney in this Court & the Rules appointed by Law to qualify him for the Office have now administered to him in Court

The foregoing Judgments Orders &c being made & entered up in manner aforesaid & there the Court adjourned without Day

Wm Ross Brush Clerk

[illegible]

Anno Domini 1794

Witnesses to said Court Jurors

Eleazer Hale [illegible]
[illegible]
[illegible]
[illegible]
[illegible] Edwards Esq
[illegible] Ely Esq

Grand Jurors

Petit Jurors

[illegible] Stoddard [illegible]
[illegible] [illegible]
Moses Smith [illegible]
[illegible] [illegible]
[illegible] [illegible]
Nathan Branch Worc
Dismissed 5 day at Night
Ebenr Graves Junr Gr
Sworn 4 day in Morn.
Stephen Dwier Wat
Caleb Stanfield Sal
Dismissed 5 day at Night
David Dickinson Wat sick Dear
Eben Tyler [illegible] expense Cor
Ezekiel Chapin Spr
Dismissed 5 day at Night
Nathan Day [illegible]
Joel Hurlbut
John Ely Spr

Jury Cases

2 day Murray & al vs Rowe & Petit Jury Verdict on Same
3 . . . William vs Cook
4 . . Chapman & Dyke
5 . . French vs Paine
6 . . Nathan vs Virginia . . . Caleb Lyman, Nath Edwards, Pliny Pomeroy
7 . . Stoddard vs Hall . . . Caleb Lyman, Pliny Pomeroy, Moses Edwards
[illegible] Tyler vs Goodman . . . [illegible], Nath Edwards, Moses Edwards
[illegible] Adams vs Putnam . . . Pliny Pomeroy, Moses Edwards
[illegible] [illegible] vs [illegible] . . . [illegible], John Pomeroy, Moses Edwards, Wm Pomeroy

Continued Actions

John Murray of New York in the County & State of New York merch & Philip Jackson of London in the Kingdom of Great Britain merch Plffs vs Phineas Rowe of Amherst in the County of Hampshire Yeoman & Moses Rowe late of Suffield in the County of Hartford & State of Connecticut Trader Defts in a Plea of the nature of Trover on the Case for that the said Defts Rowe & Rowe on the one Jan. 1793 Gabriel Ross now deceased whom the said Moses Rowe & Phineas Rowe Jun. have succeeded at Boston in the County of Suffolk & State aforesaid on December 1st 1787 by their Note in Writing under their hands of that Date promised by the Name & Firm of Rowe & Rowe promised the said John & Philip by the Names of Murray and Jackson to pay them or Order Two hundred & Fifty Pounds nine Shillings & Six Pence sterling / meaning that Sum in New York Currency Six months after Date with Interest made in the Laws of the State of New York after that Time if not then paid - And the Defts say that they are not Jacob Ely [illegible] Sixpence [illegible]

Murray et al vs Rowe et al May 122. 1793

Murray et al
v
Rowe

of this State 2 that the lawful Interest of the State of New York is Seven p Cent by the year — Also to that the said Moses Rowe & Moses Rowe Junr & one Isabel Rowe now deceased (whom the said Moses Rowe & Moses Rowe Junr have survived) at New York to wit at Ambrosh aforesaid on the 25th day of July AD 1788 by their other Note in Writing under their hands of that Date for Value received by the Names of Moses Rowe & Sons promised the said John & Philip by the Name of Murray & Lawson to pay them or Order One hundred ninety five pounds thirteen Shillings & five pence in Gold or Silver or as much Paper Money of the State of New York as would have Value that when paid (meaning that Sum in New York Currency) Six months after Date with Interest (meaning the lawful Interest of the State of New York) after due if not then paid — And the Plffs aver that the said Sum of one hundred ninety five pounds 13/5 in New York Currency is equal to three fourths of the same Sum of lawful money in this State & that the lawful Interest of the State of New York is Seven p Cent p Annum — Also for that the said Moses Rowe & Moses Rowe Junr & one Isabel Rowe now deceased (whom the s Moses Rowe & Moses Rowe Junr have survived) at New York to wit at Ambrosh aforesaid on December 20th AnDom 1788 by their other Note for Value rec by the Names of Moses Rowe & Sons promised the said John & Philip by the Names of Murray & Lawson to pay them or Order Three hundred & forty pounds nine shillings & six pence New York Currency in Gold or Silver or as much Paper Money of that State as the current Exchange as would produce the same when paid six months after Date & if not paid when due Interest to be allowed after, meaning the lawful Interest of the State of New York — And the Plffs aver that the s Sum of Three hundred & forty pounds 9/6 in New York is equal to three fourths of the same Sum of lawful Money in this State & that the lawful Interest of the State of New York is seven p Cent p the Year & that the said Moses Rowe Moses Rowe Junr & Isabel Rowe the other Parties requested in the Life Time of the s Isabel never had the Contents of the Notes aforesaid to the Plffs or s Isabels Life Time nor have the said Moses Rowe Moses Rowe Junr or either of them since the Decease of the s Isabel ever performed on their part from time aforesaid but wholly neglected the Plffs Damage Seventeen pounds [illegible] and from time to time continued from Term to Term to this Time — And now the Plffs appear by [illegible] Moses Rowe who only has [illegible]

[illegible] Money & depends [illegible] Manner & Form as the said John & Philip in their [illegible] Pledges & [illegible] Moses Rowe [illegible] being [illegible] Seventy nine pounds thirteen Shillings & two pence [illegible] s Moses Rowe five hundred eight [illegible] thirteen Shillings & two pence lawful money [illegible] Damage [illegible] Suit taxed at [illegible]

to be holden at Northampton in and for the County aforesaid on the fourth Tuesday of September last [illegible] the Plaintiff [illegible] Appellant with Costs

Meacham Appt.

Jeremiah Meacham [illegible] County of Hampshire Labor appeal of Benjamin Foor [illegible] Case [illegible] said County in which Case [illegible] Foor
May 16th 1793

[illegible] May Term 1793 [illegible] Case with all Demands to the determination of [illegible] Justice by Thomas [illegible] then to be final [illegible] and which Case has been continued to this Time [illegible] & the Referees aforesaid send into Court their Award viz That the said Jeremiah do recover against the said Benjamin Four pounds Seventeen Shillings & two pence Costs of Referees [illegible] & the Costs [illegible] Therefore it is considered by the Court that said Jeremiah do recover against said Benjamin [illegible] Shillings & pence pence [illegible] Execon iss. Sept. 23d 1794.

Wolcey
v.
Lake
iss. 19. 1795

Boyce Wolcey [illegible] of New Brunswick Gent. Plff. [illegible] Hampshire [illegible] Deft in an Plea [illegible] set forth in the declaration or Plaint. This Case was entered at September Term 1793 and continued [illegible]

The Deft appears & moves for his Costs [illegible] by the Court that Pl. do recover against Deft his Costs taxed at £

[illegible] Plaintiff [illegible] Hampshire [illegible] Same Court by George [illegible] Case [illegible] Sept. 18. 1793

Jeremiah [illegible] 1793. [illegible] Further [illegible] to the Determination of [illegible] Referees [illegible] Court [illegible] Award [illegible] Costs — Whereupon it is considered by the Court that said [illegible] recover against [illegible] Pl. [illegible] Costs Fifteen Shillings & thereof &c.

Money Damages & Costs Fifteen Shillings
Execon iss Sept. 18. 1793

Pl. Cas.
Jeremiah
Sept 18. 1793

Jeremiah [illegible] of Wilbraham in the County of Hampshire Gent. Pl. [illegible] Hampshire [illegible] Deft in a Plea of the Plaintiff [illegible] Declaration [illegible] Sept. Term 1793 & continued from the same Term to this Time [illegible]

[illegible]

Sept. 1st 1793

[illegible] William [illegible] County of [illegible] Book [illegible]

[illegible] against [illegible] the Freeholders [illegible] Court [illegible] being part of the original Lots Number twenty & twenty one Bounded as by [illegible] the Longwell Division the high Way leading from Berkeley to Shelby in said County beginning on the said high way [illegible] two degrees thirty minutes East [illegible] Chains & 18 links thence East two degrees thirty minutes South [illegible] Chains thence South two degrees 30 minutes East twenty Chains thence South two degrees 30 minutes East [illegible] Chains & 25 links thence South 0 degrees 30 minutes North 47 Chains & 50 Links to the said high way & from thence with the said high way to the first place of Beginning [illegible] two Good & thirty rods [illegible] & Seventy Chains as the agent & Surveyor have [illegible] the Other half [illegible] by the Seven by [illegible] & without Judgment [illegible] within the Term of twenty years as aforesaid & [illegible] Plaintiff says that the said Abner still [illegible] to the Damage of the Plaintiff fifty pounds. This Case was commenced at September Term 1793 & continued from Term to Term to this Time & now at this Time the Plaintiff appears by Thomas Todd Gent. his Attorney & the Defendant by Simeon Strong Esq. his Attorney comes & defends the Force & Injury where & [illegible] says that he [illegible] the said Hannah in Manner & Form as the [illegible] declaration hath alledged & thereof puts himself upon the County [illegible] Jury at this Term returned & impannelled as the Statute requires being [illegible] the Plaintiff [illegible] Jury find the Defendant guilty in Manner & Form as [illegible] declaration [illegible] considered by the Court that the said Abner do move against the said Hannah his Cost [illegible] the said Hannah be [illegible] & be holden at North Mulberry & for the County aforesaid on the fourth Tuesday of September [illegible] whereupon comes with Leave [illegible] her said Appeal with Effect &c

Bolwood & al
vs
Bolwood & al
Sept. 3d 1793

[illegible] William Bolwood [illegible] Bolwood [illegible] Solomon Bolwood [illegible] Esq. [illegible] Case was commenced September Term 1793 [illegible] now with Party appearing this Case is dismissed

[illegible] Hampshire [illegible] Commonwealth of [illegible] Testament of Gideon [illegible] Will [illegible] Testator [illegible]

at September Term 1793 and continued from Term to Term to this Term — now at this Time the Parties appear by their Attys & the Defts agree in Court that judgment be entered against them in this said [illegible] Thereupon it is considered by the Court that the said [illegible] against the said [illegible] to recover Damages & Costs of Suit taxed at £0.15.7 & exp.

Willar Appt. vs Halladay

David Willar of Northfield in the County of Hampshire [illegible] Halladay of Chester in the same County [illegible] appeals from the Judgment of Samuel Cooke Esq. Justice of the Peace [illegible] Sept 17 [illegible] as appears at large set forth in the Declaration on file. The Parties appeared at Sept. Term 1793 when this Appeal was entered & agreed to refer this Case to the determination of Moses Phelps, Cotton Hyde & Saml Lyman Esqrs the Award of three or any two of them to be final & and the Case was under that Rule continued to this Term — and the said Cooke appears & the said David being three Times called to come into Court & make default which is considered by the Court that the said Cooke be [illegible] against the said David Nine Shillings & one penny Damages & Costs taxed at £[illegible] & thereof &c

Exon. ist Sept. 17. 1794

Wright vs Phelps

Seth Wright of Northampton in the County of Hampshire & Seth Phelps of Chester in the same County partners in Trade [illegible] Hervey late of Chester aforesaid yeoman an absconding Debtor & James Moore of Chester in said County [illegible] Jackson & al. Jan 4. 1794.

[illegible] Goods as before that [illegible] sold & delivered to said Hervey [illegible] the same be [illegible] against said Hervey [illegible] This Case was commenced at January Term last when the Pltffs appeared & the Defendant [illegible] Term called to come into Court & make default [illegible] Case was continued to this Term when the Pltffs appear & the Defdt being three Times called to come into Court & make default [illegible] against said Phelps do recover [illegible] Pltffs say [illegible] Costs of Suit taxed at £[illegible]

Exon. ist Sept. 26. 1794

Clemens vs Clemens Jan 11. 1794

[illegible] was commenced at January Term last when the Pltff appeared [illegible] appearance in Court — the Case was continued to this Term [illegible] Three Times called to come into Court is [illegible]

Coffin vs Stone & al Jan 12. 1794

[illegible] Coffin of Attleborough in the County of Bristol [illegible] Omitts Pltff & Deals & Samuel Stone Thos Stone & Joseph Stone [illegible] & Jonathan Wild late of Chester in said County yeoman [illegible] Pltffs & Trustees of said Deals Defts in a plea of Trespass [illegible] as appears at large set forth in the Declaration on file. This Case was commenced at January Term last when the Pltff appeared & the said Samuel Stone & Wild also came into Court, Deal being sworn as the Statute in such

Case provided directs, and being asked upon his sd Oath whether at the Time of the Service of the Writ on him he had any Goods Effects or Credits in his hands belonging to sd Deake — made Answer That [illegible] he bought a Mare of sd Deake & gave him a Note for Eleven pounds [illegible] shillings [illegible] he paid the first day of October next part [illegible] & the remainder in Neat Stock or Cattle on Interest till paid; & the whole is now due — And that he had Nothing more — And the Case was continued from Term to Term to this Time — And now the Plff appears & the sd Deake being three Times called to come into Court neither [illegible] appearance here Therefore it is considered by the Court that sd [illegible] do recover against the said Deake [illegible] [illegible] shillings & [illegible] lawful money Damages & Costs of Suit taxed at £ 3.. 9.. 1 [illegible]

Recd Exn Sepr 23. 1794

Humbleton v Bailey & Tr
Jun 19. 1794

David Humbleton of Chester in the County of Rockingham Trader Plff v. Harvey Bailey late of the same Chester now an absconding Debtor & William [illegible] of Chester aforesaid Yeoman Trustee of sd Harvey Deft in a Plea of the Case as is at large set forth in the Declaration on File This Case was commenced at January Term last. When the Plff appeared & the said William appeared and being sworn as the Statute in such Case provided directs declares upon his Oath that at the Time of the Service of the Writ on him he owed the said Harvey Ten pounds eight shillings & three pence on two Notes given in June last, one for the Sum of Six pounds payable January 1st Instant on which was indorsed £ 3.. 1.. 9 & 20th on Interest the other Note for £ 4.. 10.. 3 payable in Cash on January 1st next & no Interest from Decr 1 last — And the Case was continued from Term to Term to this Time — And now the Plff appears and the sd Harvey tho three Times called to come into Court makes Default of Appearance here Therefore it is considered by the Court that the said David do recover against the sd Harvey Three pounds fifteen shillings & two pence lawful money Damages & Costs of Suit taxed at £ 3.. 11.. 11 & Execution &c —

Recd Exn Sepr 23. 1794.

[illegible]
[illegible]
[illegible] 25: 1794

[illegible] of Stratford in the County of Strafford & State of New Hampshire Trader Plff v. [illegible] [illegible] of [illegible] in the County of [illegible] New Hampshire Trader Deft in a Plea &c as is set forth in the Declaration on File &c — This Case was commenced at January Term last & continued from Term to Term to this Time And now neither Party appearing the Case is [illegible]

[illegible] al
[illegible]
[illegible]

[illegible] [illegible] & David [illegible] [illegible] [illegible] in the County of [illegible] [illegible] [illegible] [illegible] in a Plea of Trespass [illegible] by [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] 30 Walnut & 20 [illegible] [illegible] of Thirty pounds [illegible] down cut & take & carry away & to his own use convert to the Damage of said Abel & David Sixty pounds — This Case was commenced at

January Term 1794 — was enlarged to the ensuing Term at the request of the
of May last, when the said Parties appeared & agreed to refer the
and all the Civil Demands between the Parties to the
of Samuel Lyman Esq. Mr Zach Shaw & Jonathan Wright or any
two of them — and the said Parties agreed that the
finally determine the Matters referred to them, and
mentioned in the Declaration of the Defendant should be taken
said Parties were seized & possessed of many lands
wells described in the Declaration & which they claim as over
& other improvements & buildings & improvements
each of the said Parties severally — and that the same were done
in the Time — And now at this Time the said Parties appear
& the Defendant & Jonathan Wright two of the referees
appear before us & having heard their several plea, proofs &
allegations & mature & considered the same, do award &
determine that the said Josiah is guilty of the Trespass in the Declara
tion mentioned & do adjudge the Trespass on the Close therein described in
& assess Damages at twenty shillings & that the Close described in
the said Declaration is the Close of the said Josiah & that the line of Divisi
on between the Land of the Plaintiff & the Land of the Defendant on the
Southerly side of the road formerly accordingly made to Isaac
Ingersol of sixteen lines adjoining his other Land of twenty lines
begin on the Southwesterly Corner of said Josiah's of sixteen lines aba
Stake & Stones near the Place where James Knapp formerly built
a House & on the Westerly line of land laid out to Daniel Begg
a run by a white Oak Stump other a Tree westerly with Bounds
marked M. & by an old white Oak Stump to the Detch on
the East line of said Josiah's Farm & the said Josiah shall have
right to remove from the Plaintiff's land lying South of the premises
and that the Plaintiff do recover against the Defendant twenty Shillings
Damages & three pounds seventeen shillings & eight pence Costs
of the Trespass — Costs of Suit to be taxed by the Court —
which said award is accepted by the Court & it is considered
by the Court that said Plaintiff do recover against the said Defendant
the said Damages & Costs of Suit & taxed at
Exclusive thereof &c — Rockingham Sept. 15. 1794 —

Archibald Thomas of Rowe in the County of Stamphire Yeoman Plaintiff
against Ebenezer Ingersol late of said Rowe yeoman & now residing Defendant & Billing
ber Crank of the same Rowe against Hastings Rice of said Rowe yeoman Defendant — In
in a Plea of Trespass set forth in the Declaration
[illegible]
[illegible] Court at the Term [illegible]
now neither Party appearing the Case is dismissed

Abraham Ward of Charlemont in the County of [illegible] Plaintiff
against Josiah Smith late of Rowe aforesaid late of Charlemont aforesaid Defendant
[illegible] & Nathaniel Upton of the same Charlemont
yeoman Agents Factors & Partners of said Defendant in a Plea of
the Case for that said Defendants on the [illegible] day by
their Note [illegible] promised said Plaintiff on the day here & there
[illegible] pounds in Neat Cattle by Notes 15. then next after the date
said Notes at Charlemont on Sept. 18. 1793 were indebted to said
Abraham in the Sum of eighteen pounds [illegible] for
Shoe & Smith's Work Due before that Time & [illegible]
[illegible]

the same Sum on Demand & yet S John the requested has never performed either
[illegible] neglects & refuses & the Damage of S Samuel Seventy pounds
[illegible] At January Term last & this Term the Plff
appears & the said Nathaniel being three Times called to come into Court makes Default of appearance & Court & the Case was [illegible] to Term & this Time & now at this Term the Plff appears & the said John being three Times called to come into Court makes Default of appearance &c Wherefore it is considered by the Court that the said Plaintiff do recover against S John Nine pounds seven shillings & ten pence Lawful Money Damages & Costs of Suit taxed at £3.17.9 & thereof &c

Recovered Feb 11 1794

Samuel Sherrington late of Pembroke in the State of Vermont Gentn Plff vs John Stickland late of Charlemont in the County of Hampshire Gentn [illegible] Defdt

[illegible] aforesaid Yeo
Taylor & Trustee [illegible]

that said John of Pembroke was at Charlemont aforesaid on March 5th 1784 by his Note for Value received promised S Samuel to pay him or order four pounds lawful money of Massachusetts about five December & then with also further that S John on the 8th day 1793 was indebted to S Samuel Eighteen pounds seven shillings three pence that came paid said sum & expended for S John at his request & being so indebted S John in Consideration thereof promised S Samuel to pay him the same on Demand with Interest yet S John the requested has never performed either his promises aforesaid but neglects & refuses Damage of S Samuel twelve pounds

Suit was commenced at January Term 1793 [illegible]
& the said Nathaniel being three Times called to come into Court made Default in his appearance in Court & the Case was continued to this Time and now the said John being three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that S Samuel do recover against S John Seven pounds eleven shillings & one penny lawful Money Damages & Costs of Suit taxed at £4.5.5 & thereof &c

Execution [illegible]

State of Health in the County of Hampshire [illegible]

Daniel Spooner & Paul Spooner both of the same State & County in a Plea of Trespass on the Defendants on the [illegible] this Case was entered at January Term last & continued to this Time & now neither Party appearing this Case is dismissed

Mem the 2d day of Jan 1794

Heirs Smith Gentn & Stephen Goodman Esqrs both of Hadley in the County of Hampshire Executors of Timothy Lyman late of the same Hadley Gentn deceased & of the last Will & Testament of Elisha Lyman late of S Hadley deceased Defts in a Plea of Trespass on the Case for that on the 8th day of May AD 1783 at Hadley in S County in Consideration that the said Elisha Lyman at the special Instance & request of S Timothy had then & there become bound jointly & severally with the said S Timothy & others in a certain Bond under their hands & seals bearing date the same into Eleazer Porter Esqr Judge of Probate of Wills &c within the County aforesaid the penal sum of Four hundred pounds & Dr with Condition that the same should be void if the said Elisha Lyman should well & truly administer the Estate of Elisha Lyman late of S Hadley deceased & should make a true & perfect Inventory of all & singular the Goods Chattels Rights & Credits of the deceased & the same so Inventoried & exhibited unto the said Court & should well & truly administer the same according to Law & further perform the Orders & Decrees of the said Court concerning the Estate of the said deceased & should make a true & perfect Account of his Administration within the space of one year & should moreover pay & deliver unto the persons entitled thereunto the Residue of the said Estate after payment of Debts & Legacies & allowances & should moreover indemnify & keep harmless the said Executors from all manner of Loss Costs & Damages & should in all things well & truly

said Phineas not regarding his promise aforesaid but contriving to deceive
and defraud the said Oliver & Stephen in their Debt did not on the same
to be made a true & perfect Inventory of all & singular the Goods & Chat-
tels Rights & Credits of the said Phineas upon which said Goods & the
Rents & profits or Income of the said Phineas ever since & to
be exhibited into the Registry of the Court of Probate in the aforesaid
County of [illegible]
Stephen over that by Reason of said Phineas neglecting to perform
the Condition of his Bond as aforesaid they the said Oliver & Stephen
have since the Decease of said Phineas been obliged to commence
the Being sued on said Bond & having Judgment now against them
for the whole penalty of said Bond & being unable to pay the
same & more in defending said Suit & all other Costs
Had Notice but was by said Phineas & Oliver & Stephen
Hodges to do it often requested & the Damage of said Oliver & Stephen
four hundred pounds ——— This Case was commenced at Jan-
uary Term last & then the Defendant appeared & the Pleas
Juries called to come into Court were Debarred & and
the Case was continued from Term to Term to this time
and now the Jurors [illegible] Judgment & and it is con-
sidered by the Court that said Oliver & Stephen do recover against
the said Timothy in his Capacity Four hundred & eighty pounds
seven shillings & eight pence half penny & Damages & Costs
of Suit taxed at £ [illegible] & therefor [illegible] Execution Feby 16. 1794 —

Morris & al vs Lyman Ex.r Jan 46. 1794

Richard Morris of the City & State of New York & Elizabeth Timothy
Lyman of Hadley in the County of Hampshire Gent.n Executors
of the last Will & Test.t of Phineas Lyman late of said Hadley dec.d Deft
in a Plea as is set forth in the Declaration on File ——
This Case was commenced at January Term 1794 & continued to
this Term & now neither Party appearing this Case is dis-
missed ———

Wes.t & al vs Lyman Ex.r Jan 47. 1794

Benjamin West of Charlestown in the State of New Hampshire Esq.r Pltff
vs Timothy Lyman of Hadley in the County of Hampshire Gent.n Ex-
ecutor of the last Will & Test.t of Phineas Lyman late of said Hadley
dec.d Deft in a Plea of the Case for that said Phineas & said Hadley
on June 13. 1755 being then in full Life by his Note for Value rec.d
promised said Benjamin to pay him or his Order Twenty two pounds
twelve shillings & six pence lawful Mo. on Demand with Interest
Also for that said Phineas & said Hadley on the last Day of March 1799
being then & there were justly indebted to said Benjamin in the Sum
of £19.7.0 lawful Mo. for Labour & Service done & performed & Money
laid out & expended by him said Benjamin for them said Phineas
at their Request & being so indebted said Phineas then & there in Consid-
eration thereof promised said Benjamin to pay him on Demand
debts said Phineas in his Life time or said Timothy since the Decease
of said Phineas the requested have never performed said Promises but
neglected & refused to the Damage of said Benjamin Fifty
nine pounds ——— This Case was commenced at January Term
last & continued to this Term & now at this Term the Pltff
appears & the Defendants Timothy the Executor & [illegible]
mother Default of Appearance here ——— Wherefore it is considered
by the Court that said Benjamin do recover against the said
Timothy in his Capacity

Costs of Suit taxed at £ 3.19.11 & therefore ———

Pltff vs. Samuel Wilson of Belchertown in the County of Hampshire yeoman Defdt
vs. Elisha Smith of Westhampton in the State of New Hampshire Labourer Defdt
Pltff in a Plea of the Case for that s^d Elisha on October 23^d 1792 was indebted
Jan 4th 1794 to s^d Samuel in the Sum of Nine pounds L 9^{lb} for Labour & Service done
& performed by s^d Samuel for s^d Elisha at his request & in Consideration thereof
s^d Elisha promised s^d Samuel to pay him the Same on Demand yet s^d
Elisha tho requested has never paid the same but neglects & refuses to the Da
mage of s^d Samuel Nine pounds — This Case was commenced at Jan
uary Term last & continued to the May Term last when the s^d Parties ap
peared & agreed to refer this Case to the Determination of Ebenezer Mattoon
Esqr Elisha Rood & Nathan Dickinson Esq^rs the Award of them or any
two of them to be final &c — And the Case was continued to this Time
& now yet Parties appear and the Referees aforesaid convened into Court
their award — That s^d Samuel do recover of s^d Elisha £6 5 5 Damages
& Cost of Reference taxed at £2 3 0 & Cost of Court to be taxed by the
Court — Whereupon it is considered by the Court that s^d Samuel do
recover against s^d Elisha Six pounds five shillings & five pence
half penny L. M^o Damages & Costs of Suit taxed at £5 7 9 & Execution
&c. Northampton Septr 16. 1794

Daniel Sullivan of Warren in the State of New York merch^t Pltff Cross
vs. Isaac Frazier of Whately in the County of Hampshire yeoman Defdt in a Plea
of the Case for that s^d ~~Isaac~~ Frazier on October 23^d 1790 at Warren aforesaid
Pltff by their Note for Value rec^d jointly & severally promised said
Pltff to pay him Fifty five pounds nine shillings lawful Money
on Demand with Interest & s^d Frazier tho requested has
never paid the same but neglects & refuses to the Damage of s^d Pltff Five
hundred pounds — This Case was entered at January Term last
& continued to this Time — And now the Pltff appears & the
said Frazier the Deft being called to come into Court makes Default
of Appearance here. Whereupon it is considered by the Court that
said Pltff recover against s^d Frazier twenty four pounds
five shillings & five pence L. M^o Damages & Costs of Suit taxed
at £4 2 5 & thereof &c — Northampton Septr 17th 1794 —

Pltff vs. Andrew Bolton of Ferry Field in the County of Hampshire Labourer
Defdt Pltff in a Plea of the Case for that s^d Andrew at Ferry Field on Jany 1 1792
hired from said Pltff a Negro Girl of the Value of 33 1 0 as of
his own proper Good which afterwards on the same day & year
into the Possession of the said Andrew to have & to hold the said
Negro Girl to the proper Use of the said Andrew &
the said Andrew promised to the said Pltff to pay the said Pltff
not delivered the Same to s^d Andrew but altogether on June 1 1792
the Same & the Damage of s^d Pltff Fifty
pounds — This Case was entered at January Term last & after
Parties appeared & agreed to refer the Case to the Determination of
Ebenezer Mattoon Esqr & Stephen Smith Esqr & Lieut
Daniel Bigelow & Nathan Dickinson Esq^rs the Award
and the Case was continued to this Time
Parties — Whereupon the Referees aforesaid Award That the s^d Pltff
recover against the s^d Deft the Sum of Twenty Pounds
the Costs of Reference taxed at Twenty shillings & Costs
to be taxed by the Court & that the Parties
between the Parties to
the Time
That s^d Defendant recover against s^d Pltff his Costs of Suit
Reference taxed at £2 15 10 & thereof &c
Northampton Septr 13 1794

Anna Hamilton of Springfield in the County of Hampshire Widow Plff
v. Simeon Belden of the Town of Springfield Trader Deft in a Plea of the
proper on the Case for that the said Simeon at said Springfield on January 2d 1786
by his Note for Value rec'd promised the said Anna to pay her Five pounds
Ten shillings lawful money on demand with Int. that the said Simeon
received has never paid the same but neglects & refuses to the Damage of
said Anna Ten pounds — This Case was commenced at January
Term last & continued to this Term — And now the Plff appears
& the Deft tho' three times called to come into Court makes default of
appearance &c — Whereupon it is considered by the Court that the
Plff do recover against the said Simeon Seven pounds Seventeen
shillings & Six pence — damages & eight dollars
costs of Suit & thereof &c — Judgment Sept. 13. 1794.

Syphax v. Bailey
Plea of Debt
Jan 96 1794

Alexander Reid of Springfield in the County of Hampshire Yeoman Plff
v. Andrew Colton of the same Springfield Cordwainer Deft in a Plea
of Debt for the Relaxation of Fees — This Case was commen-
ced at January Term last & continued to this Time — And now
neither Party appearing this Case is dismissed

Reid v. Colton
Jan 97. 1794

Abraham Lake of Greenwich in the State of New York Horseweeder
Plff v. Nathaniel Smith of Hardwick in the County of Hampshire
Yeoman Deft in a Plea of Debt for the Relaxation of Fees
on File &c — This Case was commenced at January Term last
& continued to this Time — And now neither party appearing
the Case is dismissed

Lake v. Smith
Jan. 114. 1794

George Carwell of Greenwich in the County of Hampshire Husbandman
Plff v. William Greenleaf & Benjamin Greenleaf both of Rockham in
the County of Worcester Husbandman Defts in a Plea of the Case
for that the said William & Benjamin at Springfield aforesaid on March 3d 1786
by their Note for Value rec'd promised the Plff to pay him or Order Twelve pounds in Neat Stock
in one year with Interest — Yet the said William & Benjamin the
aforesaid have never paid the same but neglect & refuse to the
Damage of said George Twenty pounds

Carwell v. Greenleaf
Jan 120. 1794

The Case was commenced at January Term 1794 & continued
to this Time — And now the Plff appears & the Defts tho'
three Times called to come into Court make Default of Appearance
Wherefore it is considered by the Court that said
George do recover against the said William & Benjamin Twelve
pounds — Twelve pounds & eighty pence in Damages & Costs
of Suit taxed at £3 6 0 & thereof &c — Judgment Sept. 11. 1794

Olver Chapin of Range in the County of Hampshire Yeoman Plff
v. William Dyke of Gerry in the County of Worcester Yeoman Defts
in a Plea of the Case for that the said William at Range aforesaid on December
3d 1790 by his Note for Value rec'd promised one Moses Goddard
to pay him or Order Forty pounds lawful Money in three years
with Interest thereon &c, said Note after on the same Day
the said Moses by his Indorsement on the same Note for Value
rec'd ordered the Contents of said Note therein to be paid to the
Plff whereof the said William had due Notice & thereupon became
charged to pay the Contents of said Note to the Plff according to
the tenor thereof & in Consideration thereof promised
the Plff to pay him the same according to the said William tho'
often requested has never paid the same but neglects & refuses to
the Damage of said Olver Eighty pounds — This Case was
commenced at January Term last & continued from Term to
this Time — And now the Plff appears by Daniel Bigelow Esq.

Chapin v. Dyke
Jan 122. 1794

and the Deft by Simeon Strong Esqr his Atty comes & defends & saith
the Plea says he never promised in Manner & form as the sd Oliver
in his Declaration hath alledged & thereof puts himself on the Country
and the said Oliver likewise — & a Jury at this Time returned &
impannelled as the Statute requires being now sworn to try the Issue declare
upon their Oath that they find the Deft did not promise in Manner & form
as is set forth in the Declaration — And thereupon it is considered by the
Court that the sd William do recover against the said Oliver his Costs taxed
at

Whereupon the said Oliver by his Atty aforesaid appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden at Northampton in
& for the County of Hampshire on the fourth Tuesday of September next
& he recognizes with Sureties as the Law directs for sd Oliver's prosecuting
his said Appeal with Effect &c

Chapin vs Witherell Jan 123. 1794

Oliver Chapin of Orange in the County of Hampshire Trader Pltff vs Sampson Wit-
herell Junr of New Braintree in the County of Worcester Gentn Deft in a Plea
of the Case for that said Sampson at sd Orange on July 2d last by his
note for value recd promised the Pltff to pay him Twenty two pounds Lawful
in neat Cattle at Cash price by November then next with Interest yet
the said Sampson tho requested has never paid the same but neglects it
to the Damage of sd Oliver Forty pounds. This Case was entered at the January
Term last & continued to this Time and now the Pltff appears & the Deft
tho three Times called to come into Court neither he nor his appearance here
whereupon it is considered by the Court that the said Oliver do recover against
the said Sampson Twenty three pounds nine Shillings of lawful money
Damages & Costs of Suit taxed at £ 3..15.9 & [illegible] Exn iss Sepr 10. 1794

Brown vs Hemingway Jan 125 1794

Thomas Brown of Orange in the County of Hampshire Husbandman Pltff
vs Samuel Hemingway of Greenwich in the same County Husbandman Deft
in a Plea of Covenant broken for that sd Samuel at Springfield on Feb-
ruary 16th last by his Deed of Bargain & Sale of that date under the hand
& Seal of the said Samuel & in Court to be produced in Consideration
of the Sum of four hundred pounds by him received of the Pltff barg
ained sold & conveyed to the Pltff two tracts & parcells of Land one [illegible]
situated in Orange aforesaid containing forty acres being parts of Lots
Number five & Number six & [illegible] of Number [illegible] inclosed &
bounded on the East by the County Road as it is now laid [illegible]
[illegible] South on the Land of [illegible] West by Land of [illegible]
[illegible] North by Land of [illegible] together with a House
Barn Horse shed [illegible] & Shop thereon & all the Privileges &
appurtenances thereto belonging — And sd Samuel by the Same Deed
did then & there covenant with the Pltff that the same Land as above
described was free from all Incumbrances of every name and
Description whatsoever & that he sd Samuel would warrant & defend
the same to him said Thomas his heirs & assigns forever against the
lawful Claims & Demands of all Persons & and the Pltff saith that
the above described Tract & parcell of Land was not free from all
Incumbrances whatsoever but that the same was at the Time of mak-
ing & executing said Deed mortgaged to one [illegible] who
has since by process of Law evicted the Pltff & is in possession of the
Premises & that sd Samuel hath not warranted & defended the
same to the Pltff against the lawful Claims & Demands of all Persons
& so the said Thomas saith that the said Samuel tho often requested
hath not kept his Covenant aforesaid but hath broken
it & to keep the same neglects & refuses to the Damage of said Thomas
four hundred pounds. This Case was commenced at the January Term last
and continued from Term to Term to this time and now [illegible]
the Pltff appears by Samuel [illegible] Esqr his Atty & the Deft by [illegible]
[illegible] his Atty comes & defends & [illegible] Liberty to make the Plea
[illegible] & [illegible] Supreme Judicial Court the Plea says he never
promised in manner & form as [illegible] & thereof puts himself upon the
Country [illegible] the [illegible] says that
the Plea [illegible] & [illegible] is bad & insufficient [illegible]
[illegible] the [illegible] in force [illegible]

sufficient Plea said Thomas prayed judgment for his Damages & Costs
And said Stevens says he Plea is insufficient — Whereupon all & Singular the premises being seen & by the Court understood it appears
that the said Plea aforesaid of the said Samuel by him pleaded is not
in sufficient answer to the declaration of the said Thomas & ought not
to preclude him the said Thomas from having & maintaining his said
Action Therefore it is considered by the Court that said Thomas do recover
against said Samuel Four hundred pounds lawful money damages
& Costs by him expended & his said Suit
and by his Atty aforesaid appeals from the Judgment of this Court
to the Supreme Judicial Court to be holden at Northampton in & for
the County of Hampshire on the fourth Tuesday of September next
& he recognizes with Sureties as the Law requires for said
Samuel prosecuting said Appeal with Effect & —

French
vs
Paine
Jan 132. 1794

Thomas French of Williamsburgh in the County of Hampshire Yeoman
Plff vs Elijah Paine of the same Williamsburgh Physician Deft
in a Plea of Trespass on the Case for that said Elijah at said Williams
burgh on November 25. 1793. was justly indebted to said Thomas in
the Sum of Sixty pounds L.M. for so much money of him said
Thomas & to his use by said Elijah had & received & said Elijah in
Consideration thereof afterwards on himself & to said Thomas then &
there promised to pay him the same Sum on Demand Yet said
Elijah the said Thomas requested has never paid the same but neglects
it to the Damage of said Thomas Sixty pounds — This Case was
commenced at a former Term & continued from Term to Term
to this Time — The Plff appears by Samuel Fine Esq his
Atty & the Deft by Lincoln & Bond Esqrs his Attys & defends
the Force & injury when &c & for Plea says that he never
promised in manner & form as said Thomas in his Declaration
above hath alleged & thereof puts himself on the Country —
And the Plff likewise — A Jury at this Time returned &
impannelled as the Law requires being sworn to try the Issue
declare upon their Oath that they find the Deft promised &c &
assess Damages at £39,5,5 — Whereupon it is considered
by the Court that said Thomas do recover against said Elijah
Thirty nine pounds five shillings & five pence L.M. Damages
& Costs of Suit taxed at £ — Whereupon the said Elijah
by Elijah Paine Esq his Atty appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at Northampton
in & for the County aforesaid on the fourth Tuesday of September
Instant & he recognizes for said Deft prosecuting said Appeal with Effect —

Clark vs
Felt & Ag.
Jan 133. 1794

Jotham Clark of Southampton in the County of Hampshire
Yeoman Plff vs Joseph Felt of West Springfield in the same
County Yeoman an absconding Debtor & Caleb Tuttle of South
ampton in said County Yeoman & Samuel Cook Yeoman & Joseph
Cook Yeoman both of Hadley in the same County Agents Factors
& Trustees of said Joseph Deft in a Plea of the Case for that
said Joseph at Northampton aforesaid on June 20th 1793 by his
Note for Value rec'd promised said Jotham to pay him or Order
Seven pounds fourteen shillings L.M. by August 28th then next
with Interest Yet said Joseph the requested has never paid the
same but neglects it to the Damage of said Jotham Twelve pounds
This Case was commenced at January Term last & continued from Term to
Term to this Time — [illegible]

and being severally sworn as the Statute in such Case made provides were severally examined &c as is set forth on File &c

And now at this Term the Plff appears & the said Joseph the three Times called to come into Court makes Default of Appearance here — Therefore it is considered by the Court that the said Pottham do recover against the sd Joseph Eighty pounds five shillings & six pence & Mo Damages & Costs of Suit taxed at £5.2.3 & thereof &c Execution &c Sept 15. 1794

Pearl vs Gates & al. Jan 13d. 1794

Zopher Pearl of Southampton in the County of Hampshire yeoman Plff vs Oliver Gates late of Norwich in s County yeoman an absconding Debtor & James Morton of Norwich aforesaid yeoman Agent & Trustee of said Oliver Defts in a Plea of the Case for that sd Oliver at sd Southampton on the 23d day of March 1790 by his Note for Value rec promised sd Zopher to pay him or Order Six pounds two shillings in Neat Cattle at Cash price on or before November 15th then next with Interest & sd Oliver the requested has never paid the same but neglects & refuses to the Damage of sd Zopher Ten pounds This Case was commenced at January Term last & continued from Term to Term to this Time — at January Term last the said James appeared & was examined under Oath as the Statute in such Case made & provided directs, as is on File &c — And now at this Time the Plff appears & the said Oliver the three Times called to come into Court makes Default of Appearance here Therefore it is considered by the Court that the sd Zopher do recover against sd Oliver Seven pounds fourteen shillings & eight pence & Mo Damages & Costs of Suit taxed at £3.18.7 & thereof Execution &c Sept 15. 1794

Robinson vs Barton Jan 14d. 1794

Elisha Robinson of Granby in the County of Hampshire Yeoman Plff vs Nathan Barton of Belchertown in the same County yeoman Deft in a Plea of Trespass on the Case for that sd Nathan at Granby aforesaid on the one day of March 1780 was justly indebted to the Plff in £8.0.0 & Mo for work Labour & Service done by sd Elisha for sd Nathan at his special Instance and request in consideration thereof then & there assumed & promised to the Plff & promised to pay him the same on the Interest on Demand yet sd Nathan the requested has never paid the same to the Damage of said Elisha £15 — This Case was commenced at January Term last & from thence continued to May Term last when the sd Parties appeared & agreed to refer this Case to the Judgment & Determination of Henry Dwight & Noah Goodman Esqrs & Josiah Dickinson the Award of them or any two of them to be final &c — And the Case was continued to this Time & now the Referees aforesaid send us their Award that said Nathan pay to sd Elisha Three shillings & nine pence Damages & Costs of Prosecution taxed at £3.9.9 & Costs of Court to be taxed by the Court &c — whereupon it is considered by the Court that the sd Elisha do recover against the sd Nathan Three shillings & nine pence & Mo Damages & Costs of Suit taxed at £ & thereof Execution Sept 15 1794

Pierce vs Chamberlain Jan 13d 1794

Ruth Pierce of Chesterfield in the County of Hampshire yeoman Plff vs Seth Chamberlain of the same Chesterfield yeoman Deft in a Plea of Trespass on the Case &c This Case was commenced at January Term & continued to this Time and now neither Party appearing the Case is dismissed

[illegible] Chamberlain Glover & Tabb of Northampton [illegible] Sutler [illegible] of Chesterfield in the County of Hampshire [illegible] in a Plea of Trespass on the Case for not paying their several Notes of Hand according to his Promise as fully set forth in the Declaration on File — This Case was commenced

at January Term last & continued to May Term last when the Plff appeared & the Defdt the three Times called to come into Court made default of appearance in Court & the Case was continued to this Term and now the Plff appears & prays Judgment & upon it is considered by the Court that the said Darius do recover against the said David Thirteen pounds one Shilling & five pence, with Lawful Damages & Costs of Suit taxed at £ & Judgment & thereof &c Execution Sept. 15. 1794

John Bush of Springfield in the County of Hampshire Gentn Plff vs Timothy Lyman of Hadley in the same County Physician Executor of the Last Will & Testament of Phineas Lyman dec. Defdt in a Plea of Trespass on the Case for is fully rec'd to the in the Lie lavation on File &c This Case was commenced at January Term last & continued to May Term last when the Plff appeared & the Defdt the three Times called to come into Court made Default of appearance in Court & the Case was continued to this Time — and now the Plff appears & prays Judgment and it is considered by the Court that Plff do recover against the sd Timothy in his sd Capacity Twenty pounds one Shilling & three pence lawful Money Damages & Costs of Suit taxed at £ 2 18 11 & thereof &c Execution Oct. 5 1794

Bush vs Lyman Exr Jan 15th 1794

Moses Church of Springfield in the County of Hampshire Gentn Plff vs Ransford Minerva Norman & Denison Robinson Gentn of Northfield in the County of Berkshire Defdts in a Plea of the Case for that sd Ransford & Denison at Northampton aforesaid on April 12. 1792 by their Note for Value rec'd jointly and severally promised said Moses to pay him One hundred pounds Lawful Money by December 25 then next with interest yet they or either of them the requested have never paid the same but neglect it to the Damage of sd Moses one hundred & fifty pounds — This Case was commenced at January Term last and continued to May Term last when the Plff appeared & the Defdts the three Times called to come into Court made Default of appearance in Court & the Case was continued to this Time — and now the Plff appears & prays Judgment — and it is considered by the Court that the said Moses do recover against the said Ransford & Denison One hundred & fourteen pounds & ten Shillings of lawful Money Damages & Costs of Suit taxed at £ 2 11 2 & thereof &c Execution Sept. 15 1794

Church vs Minerva &c Jan 20th 1794

Caleb Smith Gentn & Moses Colton Gentn both of Greenwich in the County of Hampshire & Guardians to James Nevins Gentn Plff vs Noah Thompson of Palmer in the same County yeoman Defdt in a Plea &c as is set forth at large in the Declaration on File This Case was commenced at January Term last & continued to this time & now neither Party appearing this Case is dismissed

Smith & al vs Thompson Jan 21st 1794

William Hambleton of Conway in the County of Hampshire Physician Plff vs Joshua Maxwell of Chesterfield in the same County yeoman Defdt in a Plea of the Case for that sd Joshua at Chesterfield aforesaid on March 2d 1793 by his Note for Value rec'd promised sd William to pay him or Order Ten pounds in neat Cattle by Oct. 1st then next

Hambleton vs Maxwell Jan 23d 1794

yet S^d Joshua the requested has never paid the same but neglects it to the Damage of S^d William twelve pounds This Case was commenced at January Term last & continued to this Time & now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that S^d William do recover against the S^d Joshua Ten pounds seventeen shillings Lawf^l Money Damages & Costs of Suit taxed at £ 2.. 16.. 5 & thereof &c

Exon ult Septr 16th 1795

Frary vs Bliss
Jan 232 1794

Giles Frary of Stetson in the County of Columbia & State of New York Gent^n Plff vs Nathan Bliss of Hatfield in the County of Hampshire Clothier Deft in a Plea of the Case for that S^d Nathan at Hatfield aforesaid on August 7. 1792 by his Note for Value rec^d promised to S^d Giles to pay him or Order Eighteen pounds eight shillings & four pence lawf^l Money on or before August 7th then next with Interest from January 1st then next — Yet S^d Nathan the requested has not paid the same but neglects it to the Damage of S^d Giles Twenty one pounds — This Case was commenced at January Term last and continued to this Time — And now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance in Court Therefore it is considered by the Court that the said Giles do recover against the S^d Nathan Twenty pounds four shillings & two pence of lawful Money Damages & Costs of Suit taxed at £ 3.. 14.. 9 & thereof

Exon ult Septr 16. 1794

Williams Appl^t vs French
Jan 296 1795

Israel Williams of Hatfield in the County of Hampshire Gent^n Appell^t vs Thomas French of Williamsburgh in S^d County Yeoman Appellee from the Judgment of William Billings Esqr in which Case the said Israel was Plff & the S^d Thomas was Deft in a Plea of the Case for that the S^d Thomas at S^d Hatfield on April 9th 1794 was justly indebted to S^d Israel in the Sum of £ 3.. 2.. 11 & 1^d for Goods sold & delivered & in Consideration thereof S^d Thomas then & there undertook & promised S^d Israel to pay him the same on Demand yet S^d Thomas the requested has not paid the same but neglects it to the Damage of S^d Israel Four pounds This Appeal was entered at January Term last & continued to this Time & now the Appellant appears & the Appellee the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Israel do recover against the said Thomas Three pounds seven shillings & Seven pence of lawful Money Damages & Costs of Suit taxed at £ 3.. 5.. 7 & thereof &c

Exon ult Septr 16th 1795

Field Appel^t vs Dodge Appl^d
Jan 29th 1795

Elisha Field of Conway in the County of Hampshire Yeom^n Appell^t vs Ebenezer Dodge of Shelburne in the same County Yeom^n Appellee from the Judgment of William Billings Esqr in which Case the said Ebenezer was Plff & S^d Elisha Deft in a Plea &c as is at large in the Papers on File — This Case was entered at January Term last & continued to this Time — And now neither Party appearing this Case is dismissed

Gordale vs Smith
Jan 29th 1795

Ebenezer Gordale of New Salem in the County of Hampshire Gent^n Plff vs Silas Smith late of New Salem & now of Hubbardston & Solomon Kelley of the same New Salem Yeoman executors of Silas Deft in a Plea of the Case for that S^d Silas Deft & New Salem aforesaid on April 24th last by his Note for Value rec^d promised said Ebenezer to pay him or Order Twelve

proceeds lawful Money in three months with Interest & Costs of Suit
the said Silas never paid the same but hath absconded with all
the Possessions wealth & his goods & effects are concealed & cannot be
found out to be attached & that Solomon Lynch appeared hath Goods
Effects & Credits of said Silas in his Hands &c &c

This Case was entered at January Term last when the Solomon
appeared in Court & being sworn as the Statute requires declared upon
his Oath that at the time of the service of the Writ upon him he owed
said Silas a Note dated April 22d last for £13 payable in neat
Stock within two years, that the same is still due &c — And the
Case was from thence continued from Term to Term to this
Time — And now the Plff appears & the said Silas being
three Times called to come into Court makes Default of
Appearance here — Wherefore it is considered by the Court
that Ebenezer do recover against said Silas Twelve pounds
nineteen Shillings & Ten pence Lawful money Damages
& Costs of Suit taxed at £ 3.15.0 & thereof &c —

Egremont Sept. 10. 1794 —

Williams Eliakim
v
Wells Ebn
Jan 24th 1794

John Williams of Deerfield in the County of Hampshire Esqr
Administrator de bonis non of the Goods & Chattels Rights & Credits
which were of Elijah Williams Esqr late of Deerfield deceased
Plff v. Abner Wells of Greenfield in the said County of Hamp
shire yeoman Executor of the last Will & Testament of Joshua
Wells late of Greenfield yeoman deceased in a Plea that the
said Abner render to him the said John Thirty six pounds which
from him he unjustly detains for that said Joshua in his Life time
to wit on May 5th 1753 then at Deerfield aforesd by his certain
Writing obligatory sealed with the Seal of the said Joshua in Court
to be produced the Date whereof is the Day & year last aforesaid
acknowledged himself to be held & firmly bound to Elijah
Williams Esqr & to Joseph Everane & Samuel Childs which same
Elijah Joseph & Samuel were then all in full Life in the aforesd
Sum of Thirty six pounds to be paid said Elijah Joseph & Samuel
whenever after he the said Joshua should be thereto required — And
the Plff avers that said Elijah Joseph & Samuel have long since deceased
& that the said Joseph & Samuel died before the said Elijah & the said
Elijah survived them the said Joseph & Samuel & that Administration
de bonis non of the Goods & Chattels Rights & Credits of the said
Elijah since his Death have in due Form of Law been commu
nicated to him the said John yet said Joshua the often requested in
the Life Time of said Elijah Joseph & Samuel never paid the same
to the the said Elijah Joseph & Samuel or either of them nor hath
the said Abner the requested before & since the Death of the said
Elijah ever paid the same but hath neglected so to the Damage of
the said John Forty pounds — This Case was commence
ed at January Term last & continued to this Time, & now the
Plff appears by Dawson & Strong Esqrs his Atty & the Deft by Wm Coleman
Genr his Atty comes & defends &c & reserving Liberty to plead anew
on the Trial of Appeal says that the said is not his Deed & thereof
puts himself on the Country — And the Plff says the above Plea

is insufficient in Law & he is not bound to answer the Same & therefore, prays Judgment — And the Defendant says the Plea is suff

Whereupon all & singular the premises being seen & by the Court fully understood, it appears to the Court that the Plea aforesaid of the said Abner is a sufficient Answer to the Declaration of the Pltff John & that the said John by his Plea aforesaid ought to recover Nothing Therefore it is considered by the Court that Pltff John by his Plea aforesaid do recover Nothing but that for his ground of Claim he be in Mercy and this further considered that Defdt Abner do recover against said John his Costs taxed at £

Whereupon the Pltff John by his Attorney aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the fourth Tuesday of September Instant & he recognizes with Sureties Pltff Costs prosecuting his Appeal with Effect &c

Trespass on Ptl. Jan 25th 1794

Roger Pettibone of Windham in the County of Windham & State of Connecticut Gentn Pltff v. Amasa Bloss of Norway in the County of Hampshire yeoman Deft in a Plea that Defdt Amasa render to Pltff Roger £33.10.9 & 8d which to him he owes & from him unjustly detains as is at large set forth in the Declaration on file This Action was commenced at January Term & continued to May Term at which Time the Pltff appeared & the Deft the three Times called to come into Court made Default of Appearance here and the Case was continued for Judgment to this Time & now the Pltff appears & prays Judgment And it is considered by the Court that Pltff Roger do recover against Defdt Amasa Forty seven pounds twelve shillings & six pence of lawful Money Debt and Costs of Suit taxed at £3.3.1 and thereof &c

Excon iss Sept. 11. 1794

Gunn & ux pellts v. White iss. Jan 25th 1794

Roger Gunn 2d of Montague in the County of Hampshire yeoman & Eunice his Wife appellts v. Thomas White of Southfield in the same County appellee in a Plea &c as is at large set forth in the Copies on File This Case was entered at January Term last & continued to this Time — And now neither Party appearing the Case is dismissed

Dickman v. Mathews Jdgt Jan 25th 1794

Thomas Dickman of Greenfield in the County of Hampshire Trader Pltff v. James Mathews late of Colrain in the same County yeoman & Jacob Gragg of Colrain aforesaid Gentn Executors of Defdt in a Plea of the Case for that Defdt James on February 1st 1793 was indebted to Pltff Thomas in the Sum of £12.7.11 for Goods sold & delivered at his Request in Consideration whereof Defdt James promised Pltff Thomas to pay him the same on demand, but has not done it but absconded &c This Case was commenced at January Term last when the Defdt being three Times called to come into Court made Default of appearance here and the Case was continued to this Time, and now the Pltff appears & the Defdt being three Times called makes Default of Appearance in Court Wherefore it is considered by the Court that Pltff Thomas do recover against the Defdt James Twelve pounds seven shillings & eleven pence lawful Money Damages & cost of suit taxed at £[illegible] & therefor &c

Excon iss Sept. 11th 1794

Josiah Starr of Middletown in the County of Middlesex & State of Connecticut Gent Pltff v. Jonathan Nims Bissell of Greenfield in the County of Hampshire yeoman Deftdt a Plea of the Case as is set forth in the Declaration on File — This Case was commenced at January Term last & continued to this Time — and now neither Party appearing in Court this Case is dismissed

Starr v. Bissel Jan 261. 1794

Theodeus Thompson of Lenox in the County of Berkshire Physician Pltff v. Aaron Ashley Esqr & Joseph Chapline Gent both late of Worthington in the same County & Israel Ashley of Westfield in the County of Hampshire Physician Agent & of Pr Aaron & Joseph Defts in a Plea &c as is set forth in the Complaint on File &c — This Case was commenced at January Term last when the Agent appeared & being sworn was examined as appears on File — and the Case was continued to this Time, Previous hereto the first Deft has deceased — and now the Pr Joseph being three Times called is defaulted — after which the Pltff prays Leave to discontinue this Suit & it is granted him

Thompson v. Chapline & al Agt Jan 266. 1794

John Worthington of Springfield in the County of Hampshire Esqr Pltff v. Aaron Ashley late of the same & Springfield Bookkeeper Deft in a Plea &c as is set forth in the Declaration on File &c — This Case was entered at January Term 1794 & continued to this Time — and now neither Party appearing this Case is dismissed

Worthington Esq v. Ashley Jan 270. 1794

Abner Morgan of Brimfield in the County of Hampshire Esqr v. Joseph Chapin of Palmer in the County of Hampshire yeomn Deft in a Plea of the Case for that Pr Chapin at Pr Brimfield on August 27th last by his Note promised Pr Morgan in Consideration that Pr Morgan caused an Execon issued in Favour of the Estate of Timothy Danielson Esq dec'd against John McNitt & another to be returned unsatisfied & the Pr McNitt should not pay the Contents of Pr Execon amounting to the Sum of ~~Thirty three~~ pounds 3/8 & Interest within two months from the Date of Pr Writing to pay him the Pr Morgan the same Sum & Interest within a reasonable Time after the Expiration of Pr two months — and Pr Morgan says that Pr McNitt hath paid but £ 2.15.5 part thereof — Yet Pr Chapin tho requested has not paid Pr Morgan Pr Interest but neglects at to the Damage of Pr Morgan Fifty pounds

Morgan v. Chapin Jan 279. 1794

This Case was commenced at January Term last & continued to this Time — and now the Pltff appears & the Pr Joseph tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Pr Abner do recover against the Pr Joseph Thirty two pounds six shillings & five pence lawful Money Damages & Costs of Suit taxed at £ 2.3.5 & thereof Execon ifd Sept. 22d 1794.

Jonathan M Bissel of Greenfield in the County of Hampshire yeomn Pltff v. Josiah Starr Gent & Wm Starr yeomn both of Greenfield aforesaid Defts in a Plea &c as is at large set forth in the Declaration on File &c — This Case was commenced at January Term last & continued to this Time — and now neither Party appearing in Court this Case is dismissed

Bissel v. Starr Jan 280. 1794

Philips & Tillotson
Jan 28 1794

Oliver Philips of Westfield in the County of Hartford & State of Connecticut Esqr Plff vs Jonathan Tillotson of Granville in the County of Hampshire Yeoman Deft in a Plea &c as is set forth in the Declaration on File &c This Case was commenced at January Term last & continued to this Time — And now neither Party appearing this Case is dismissed —

Smith vs Kennard
May 3 1794

Jonathan Smith of West Springfield in the County of Hampshire Yeoman Plff vs John Leonard Senr of Heath in the same County Gent. Deft in a Plea of Trespass on the Case as is at large set forth in the Declaration on File &c This Case was entered at May Term last and continued to this Time — And now the Plff appears & the Deft the Time Times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the Pltff Jonathan do recover against the Deft John Fifty four pounds fourteen shillings lawf^l Money Damages & Costs of Suit taxed at £ 2 - 6 - 5 & Time &c — Execution iss^d Septr 13. 1794

Taft vs Lindel & al
May 4. 1794

Ezra Taft of Montague in the County of Hampshire Yeoman Plff vs Abner Lindel Yeoman & Thomas Bardwell Gent^n both of Deerfield in said County Defts in a Plea &c as is set forth in the Declaration on File &c This Case was entered at May Term last & continued to this Time & now neither Party appearing this Case is dismissed —

Smith & al vs Wells
May 5. 1794

Chiliab Smith & Windsor Smith both of Hadley in the County of Hampshire Merchants Plffs vs Thomas Wells of Leyden in the same County Yeoman Deft in a Plea of the Case for that the Deft Thomas at Had be aforesaid on May 14. 1792 by his Note for Value rec^d promised the Plffs to pay them £12. 18. 0 by November 1st then next & by his other Note dated November 18th 1792 for Value rec^d promised the Plffs to pay them or Order £51. 13. 0 by May 1. then next with Interest after the Date thereof the requested has never paid the same but neglects & refuses to the Damage of the Plffs Windsor & Chiliab Eighty pounds — This Case was commenced at May Term last & continued to this Time — And now the Plffs appear & the Deft Thomas the Time Times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the Plffs Chiliab & Windsor do recover against the Deft Thomas Sixty nine pounds six shillings & four pence lawf^l Money Damages & Costs of Suit taxed at £ 1 - 11 - 5 Execution iss^d Septr 11. 1794

Cook vs Smith & al
May 5. 1794

George Cook of Deerfield in the County of Hampshire Yeoman Plff vs Simeon Smith Merchant & Brook Bennett & Minor both of the same Deerfield Defts in a Plea &c as is set forth in the Declaration on File &c This Case is commenced at May Term last & continued to this Time And now at this Time neither Party appearing this Case is dismissed

Edwards vs Russell
May 10. 1794

Thomas Edwards of Bernardston in the County of Hampshire Yeoman Plff vs Solomon Russell of Colrain in the same County Yeoman Deft in a Plea of the Case for that the Deft Solomon at Bernardston aforesaid on the 16th day of May 1793 by his Note for Value rec^d promised the Plff to pay him £15 worth of Cattle &c — &c — This Case was commenced at May Term 1794 & continued to this Time — And now neither Party appearing in Court this Case is dismissed

Dwight vs Woodward
May 5 1794

Jonathan Dwight of Springfield in the County of Hampshire Esqr Plff vs Jeremiah [illegible] of Williamstown in said County Gent^n on the State of Vermont Woodward late of said Williamstown [illegible] Deft in a Plea of the Case for that the Deft [illegible] Williamstown on Septr 3^d 1790 by his Note for Value rec^d promised the Plff to pay him or Order Sixty pounds & [illegible] on

Demand with Interest — Yet the said Eleanor in her Life Time on the Second Tuesday of Decemb. last requested every pay the same but unjustly neglected to the Damage of the said Jonathan Seventy pounds — This Case was entered the 4th day Term last & continued to this Time — And now the Plff appears & the Deft. tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Jonathan do recover against the said Eleanor in her said Capacity Forty nine pounds eight Shillings & two pence of lawful Money Damages & Costs of Suit taxed at £ 2 n 5 n 5 & therefor &c. Execn. &c. Sept. 13. 1794 —

Gains Brewer of Wilbraham in the County of Hampshire Blacksmith Plff vs John Adams yeoman & Andrew Adams yeoman both of Palmer in the County aforesaid Defts in a Plea of the Case for that the said John & Andrew did at Northampton on February 12. 1791 by their Note for Value rec'd promised the Plff to pay him or Order £ 13 n 11 s within three years with Interest — Yet the said John and Andrew tho requested never paid the same but neglected it to the Damage of the said Gains Twenty pounds

Brewer vs Adams &c. May 16. 1794

This Case was commenced at the last Term & continued to this Time & now the Plff appears & the Defts, tho three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Gains do recover against the said John & Andrew Eleven pounds fifteen Shillings & eight pence & Costs of Suit taxed at £ 2 n 11 n 7 & therefor &c. Execn. &c. Sept. 13. 1794

Jonathan Church of Springfield in the County of Hampshire Gent. Plff vs Aaron Graves of Palmer in the same County Gent. Deft in a Plea of the Case for that the said Aaron at Springfield on December 19th 1791 by his Note for Value rec'd promised the Plff to pay him or Order £ 22 n 6 n 8 d & M. with Interest — Yet the said Aaron tho requested has never paid the same but neglects it to the Damage of the said Jonathan Thirty pounds — This Case was commenced at the last Term & continued to this Time — And now the Plff appears & the Defts tho three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Jonathan do recover against the said Aaron Twenty four pounds two Shillings & ten pence & M. Damages & Costs of Suit taxed at £ 2 n 1 s 1 d —

Church vs Graves May 17. 1794

Execn. &c. Sept. 13. 1794 —

Jonathan Dewey of Springfield in the County of Hampshire Esq. Plff vs Elisha Ring of Wilbraham in the same County yeoman Deft in a Plea of Ejectment whereon the said Jonathan demands against the said Elisha a Tract of Land containing Seventy five Acres in Wilbraham aforesaid bounded Northerly & Southerly on Lands of Noah Warriner, Easterly on Land of Aaron Woodward Jun. & Westerly on Land of John Adams thirty rods wide & one mile & a quarter in Length & lying on Both Sides the Road leading from Wilbraham to Palmer with appurtenances & whereon the said Jonathan says that one Moses Warriner of the said Wilbraham being seized of the same Lands on March 29th 1791 by his Deed under his Hand & Seal well executed in Consideration of the Sum of £ 100 to him in Hand paid by the said Jonathan bargained sold & conveyed the demanded premises with the Appurtenances to the said Jonathan to have & to hold to him his Heirs & Assigns forever as an absolute Estate in Fee simple, whereby the said Jonathan then & there became seized in fee of the same & of right ought still to hold the same nevertheless the said Elisha has the same Time [illegible] without Judgment

Dewey vs Ring May 18. 1794

entered upon the sd Premises & dispossessed sd Jonathan thereof & still holds him out to the Damage of sd Jonathan one hundred pounds — This Case was commenced at May Term last & continued to this Time & now the Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here — Whereupon it is considered by the Court that sd Jonathan do Recover Judgement against sd Oliver for his Possession of the demanded premises & for his Costs of Suit taxed at — £2..6..7 & thereof &c — Writ of Posst sd Septr 13. 1794 —

Dwight vs Graves
May 19 1794

Jonathan Dwight of Springfield in the County of Hampshire Esq. Plff vs Aaron Graves of Palmer in sd County Gent Defdt in a Plea &c as is set forth in the Declaration on File &c This Case was entered at the last Term & continued to this Time — and now at this Time neither Party appearing this Case is dismissed

Elyjah vs Granger
May 21. 1794

Nathaniel Ely Junr Gentn Ethan Ely Gentn Phineas Woodworth Junr yeoman Nathan Colton yeoman Stephen Phelps yeoman John Cooley 2d yeoman Simeon Colton yeoman all of the Longmeadow in the County of Hampshire Plff vs Elyjah Granger of Suffield in the County of Hartford & State of Connecticut yeoman Deft in a Plea of Trespass for that sd Elyjah at Longmeadow aforesaid broke & entered the Plffs Close lying & being in Longmeadow aforesaid called their Fish Place bounded Cooley on the Line between this Commonwealth & State of Connecticut East on Land of Stephen Phelps partly & partly on Land of the Heirs of Saml Colton dec & partly on Land of Samuel Williams extending north of the mouth of Longmeadow brook thy rods & with like force & arms trod down & destroyed the Plffs Grass there growing to the Value of ten Shillings by means whereof the Plffs were hindered & obstructed in pursuing their lawful Business of fishing in their Fishery in Connecticut River & other Wrongs & Injuries to the Plffs the sd Elyjah then & there did contra & Law against the Peace & to the Damage of sd Plffs twenty pounds — This Case was commenced at May Term last when the Plffs appeared, and the said Elyjah in his own Person comes & says that this honorable Court ought not to have Cognizance of the Plea & Action of sd Nathaniel because he says that he is now & always has been an Inhabitant of the Town of Suffield in Hartford County & State of Connecticut & has always resided & belonged within the sd State & that the Place wherein the said supposed in the Plffs Writ to be a Trespass was done is a place called the Sand Bar in the Town of Suffield in Hartford County and State of Connecticut aforesaid [illegible] out the Bounds & limits of Jurisdiction of the Commonwealth of Massachusetts or any Court holding Pleas under the Auth[illegible] of the County of Hampshire in the Commonwealth of Massachusetts as in the Plffs Writ is alleged & the sd Elyjah is ready [illegible] Whereupon he says this honble Court ought not to have Cognizance of the Plea aforesaid [illegible] Whereupon it was considered by the Court that the Plea aforesaid be not received in mounting to no more than the General Issue [illegible] the Case was then continued to this Time [illegible] Plff appeared by Jeremiah Ely Esqr Their Atty & the Deft [illegible] Strong [illegible] all [illegible] & upon Trial of the Issue say [illegible] Liberty [illegible] on Trial of the Issue say

Plfs Declaration in [illegible] consenting to the above Remittitur say his Declaration [illegible] and Gray's Judgment [illegible] Plaintiff [illegible] Elijah [illegible] Defendant [illegible] from having & maintaining [illegible] said Plaintiff [illegible] against said Elijah Twenty pounds of lawful money Damages & Costs of Suit taxed 4..12..3 Whereupon the said Elijah by [illegible] appeals from the Judgment of this Court to the Supreme Judicial Court to be holden [illegible] day of September Instant & he recognizes with Sureties for said Elijah prosecute the same with Effect &c

Phillips vs Chapman May 26 1794

William Phillips of Boston in the County of Suffolk Esq. Plff vs Levi Chapman of Rupel in the County of Hampshire Husbandman Deft in a Plea of the Case for that said Levi at said Rupel on April 5th 1793 by his Note for Value rec'd promised said William to pay him or Order £27 lawful Money on or before December 1. then next with Interest yet said Levi the requested has never paid the same but neglects it to the Damage of said William £40 — This Case was commenced at the last Term & continued to this Time — and now the Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said William do recover against said Levi Thirteen pounds seven shillings & seven pence & his Damages & Costs of Suit taxed at £4..8..3 & thereof &c — Execution Sept. 13. 1794

Bass vs Lee May 26. 1794

Henry Bass of Boston in the County of Suffolk Merchant Plff vs John Lee Jun. of Westfield in the County of Hampshire Innholder Deft in a Plea of the Case for that said John at Westfield aforesaid on November 24th last by his Note for Value rec'd promised the Plff to pay him or Order £28..9..4 lawful Money on Demand with Interest till paid yet said John the requested hath never paid the same but neglects it to the Damage of said Henry Thirty six pounds This Case was commenced at May Term last & continued to this Time and now the Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Henry do recover against the said John Twenty nine pounds sixteen shillings & one penny lawful Money Damages & Costs of Suit taxed at £4..9..11 &c — Execution Sept. 13. 1794

Lanckton & al Eq. vs Adm. May 24 1794

Israel Lanckton of West Springfield in the County of Hampshire yeoman & John Lanckton of Washington in the County of Berkshire yeoman Exs. of the last Will & Testament of John Lanckton late of said West Springfield dec'd Plffs vs William Ely of Springfield in the said County Gent. Administrator on the Estate of Noah Lanckton late of West Springfield aforesaid Yeoman dec'd of the Goods & Chattels Rights & Credits not administered by John Lanckton & Mehitabel Lanckton both late of said West Springfield Deft in a Plea of the Case for that said Noah in his Life time at said West Springfield on November 22d 1793 by his Note for Value rec'd promised said John Lanckton then alive & now deceased to pay him Five hundred & seventeen pounds lawful Silver money by May 1st then next with Interest after that Time yet said Noah the

requested in his Life Time never paid the same to s^d John died in his Life Time nor did s^d John & Mehitabel ever pay the same or any part thereof during their Administration to s^d John nor hath s^d William since Administration committed to him ever paid the same but neglects & refuses to do it to the Damage of Israel & John £250 — This Case was commenced at last Term & continued to this Time — And now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Whereupon it is considered by the Court that the said Israel and John the Plffs do recover against the said William in his s^d Capacity one hundred & eleven pounds nineteen Shillings & nine pence Lawful Damages and Costs of Suit taxed at £ Debt & thereof &c

Excon iss Septr 13. 1794

Gray vs Deane
May 35. 1794

Edward Gray of Springfield in the County of Hampshire Printer Plff vs Lot Dean of Ware in the same County Trader Deft in a Plea of the Case for that s^d Lot at s^d Springfield on March 10 1794 was indebted to the Plff in the Sum of £15.14.9 Lawful for News Papers to the s^d Lot at his Request sold & delivered & being so indebted s^d Lot in Consideration thereof promised the Plff to pay him the same whenever he should be required — Yet s^d Lot the requested has never paid the same but neglects it to the Damage of s^d Edward Twenty pounds — This Case was commenced at May Term last & continued to this Time — And now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the s^d Edward do recover against the s^d Lot Eighteen pounds fourteen shillings & nine pence Lawful Damages & Costs of Suit taxed at £ Judgt & thereof &c Excon iss Septr 13. 1794

Lombard vs Dean
May 36. 1794

Daniel Lombard Gent^r of Springfield in the County of Hampshire Shopkeeper Plff vs Lot Dean of Ware in the same County Trader Deft in a Plea of the Case for that s^d Lot at s^d Springfield on May 3^d last by his Note for Value rec^d promised the Plff to pay him or Order £14.5.5 Lawful with Interest after three months Also for that s^d Lot on March 1st 1794 was indebted to the Plff in the Sum of £2.5.2 Lawful for Goods &c sold & delivered him at his Request & in Consideration thereof said Lot promised to pay him the same on Demand Yet the requested s^d Lot has never performed either s^d Promises but neglects it to the Damage of said Daniel Twenty five pounds — This Case was commenced at the last Term & continued to this Time and now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s^d Daniel do recover against the s^d Lot Seventeen pounds two shillings & two pence & Costs of Suit taxed at £2.9.5 & thereof &c Excon iss Septr 13. 1794.

Moore vs Stoughton
May 3^d. 1794

William Moore of Greenfield in the County of Hartford & State of Connecticut Gent^n Plff vs Edward Stoughton of Guilford in the County of Windham & State of Vermont Trader Deft in a Plea of the Case for that s^d Edward at Greenfield on December 10th 1793 by his Note for Value rec^d promised the Plff to pay him or Order £41.0.3 Lawful on Demand with Interest, yet he the requested s^d never paid the same but neglects it to the Damage of s^d William Sixty pounds — This Case was commenced at the last Term & continued to this Time — And now at this Time the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s^d William do recover against s^d Edward Forty three pounds three shillings & eleven pence Lawful Damages & Costs of Suit taxed at £3.2.9

Excon iss [illegible] 11. 1794

Sold vs Gosher
May 41. 1794

Sworn Sold of Hadley in the County of Hampshire Esq. Pltff
Inhabitants of Goshen in s^d County Defdt in a Plea of Debt in
set forth in the Declaration on File at
last Term & continued to this time This Case was commenced at the
pearing this Case is dismissed and now neither Party appearing

Bellows vs Williams
May 42. 1794

Elijah Bellows of Northampton in the County of Hampshire yeoman
Pltff vs Thomas Williams of Brimfield in the same County Husbandman
Defdt in a Plea of Debt in a large sum laid in the Declaration
on file This Case was commenced at last Term & continued
to this time and now neither Party appearing this Case is dismissed

Edwards vs Walker
May 25 1794

William Edwards of Northampton in the County of Hampshire
Tanner Pltff vs John Walker of Hadley in the same County yeoman
al^s Gent^n Defdt in a Plea of the Case for that s^d John at s^d
Northampton on January 3^d last was indebted to s^d William the
sum of £5 7s 5 Wt for Wares & Marchandizes sold & delivered, &c
which he promised to pay &c Yet s^d John the requisite has
never paid the same but neglects it to the Damage of said
William Thirty pounds This Case was commenced at the
last Term & continued to this Time and now the Pltff appears
& the Defdt the three Times called to come into Court makes Default
of Appearance here Wherefore it is considered by the Court that
the said William do recover against the s^d John Seventeen
pounds five shillings & ten pence &c Damages & Costs of
Suit taxed at £2 17s 0d & Plaintiff &c Execution Septr 24 1794

Hunt vs Wolcott
May 9 1794

Elijah Hunt of Granby in the County of Hampshire yeoman Pltff
vs Phineas Wolcott of Granville in the same County yeoman
Defdt in a Plea of the Case for that s^d Phineas on August 2 1793
by his Note for Value rec^d promised s^d Elijah to pay him Five
pounds Lawf^l by February 1st then ensuing with Interest Yet s^d
Phineas the requisite has never paid the same but neglects it
to the Damage of s^d Elijah Eight pounds This Case was commenced
at the last Term & continued to this Time & now the Pltff
appears & the Defdt the three Times called to come into Court
makes Default of Appearance here Wherefore it is considered
by the Court that the s^d Elijah do recover against the s^d
Phineas Five pounds six shillings & six pence Lawf^l Damages
& Costs of Suit taxed at £1 9s 10 & Plaintiff &c
Execution Septr 15. 1794

[illegible] vs Stephen
[illegible]

[illegible] vs Stephen Pettingill of [illegible] in the County of Hampshire
Shoemaker Defdt in a Plea of the Case for that s^d Stephen
at Chesterfield in the County of Hampshire on [illegible] 15 1792
by his Note for Value rec^d promised the Pltff to pay him
[illegible] £6 13s 0 in [illegible] on [illegible] 15th then ensuing
yet s^d Stephen the requisite has never paid the same
but neglects it to the Damage of s^d Benjamin in Twelve pounds
This Case was commenced at the last Term & continued to this Time
& now the Pltff appears & the Defdt the three Times called to come
into Court makes Default of Appearance here Wherefore it is
considered by the Court that s^d Benjamin do recover against
the s^d Stephen

Belden vs Marsh
May 6th 1794

Ezekiel Belden Porter of Westfield in the County of Hartford State of Connecticut Gent. Plff vs Ebenezer Marsh of Hadley in the County of Hampshire Gent. Deft in a Plea of the Case for that s^d Ebenezer on January 3^d 1793 at Hadley aforesaid by his Note for Value rec^d promised s^d Ezekiel to pay him or Order £79 L^ful money on Demand with Interest Yet s^d Ebenezer the requested hath never paid the same but neglects it to the Damage of s^d Ezekiel eighty pounds
This Case was commenced at the Last Term & continued to this Time And now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Ezekiel do recover against s^d Ebenezer Seventy pounds four shillings & four pence L^ful Damages & Costs of Suit taxed at L 2 10 0 & thereof &c Exec^n iss^d Septr 17. 1794

Wales vs Wait
May 6^d 1794

James Wales of Norwich in the County of Hampshire Trader Plff vs Jonathan Wait of Chester in the same County yeoman Deft in a Plea of the Case for that s^d Jonathan on April 26th last at Chester aforesaid by his Note for Value rec^d promised to pay s^d James or Order £5 3 10 L^ful on Demand with Interest Yet s^d Jonathan the requested has never paid the same but neglects it to the Damage of s^d James Seven pounds &c This Case was commenced at May Term last & continued to this Time And now the Plff appears, & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s^d James do recover against the Jonathan Five pounds six shillings L^ful Damages & Costs of Suit taxed at £1 16 11 & thereof
Execution iss^d Septr 15 1794

Douglass vs Bag
May 6^d 1794

Thomas James Douglass of Westfield in the County of Hampshire Gent. Plff vs Silas Bagley of Southwick in the same County Joiner Deft in a Plea of the Case for that Silas at Westfield aforesaid on November 16. 1793 by his Note for Value rec^d promised one Warham Parks to pay him or Order £1 17 0 L^ful on Demand with Interest & after wards on the Day aforesaid s^d Warham by his Indorsement on s^d Note, ordered the Contents thereof to be paid the Plff for Value rec^d whereof s^d Silas had Notice & became chargeable & in Consideration thereof promised s^d Thomas to pay him the same when requested Yet s^d Silas the requested hath never paid the same but neglects it to the Damage of s^d Thomas Twenty pounds
This Case was entered at the last Term & continued to this Time & now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s^d Thomas do recover against the said Silas Twelve pounds eight shillings & eleven pence L^ful Damages & Costs of Suit taxed at £2 2 3 & thereof
Execution iss^d Septr 23 1794

Williams & al vs Stetson
May 6^d 1794

Seth Williams & William Williams both of Hartford in the State of Connecticut Merchants Plff vs John Stetson of Chesterfield in the County of Hampshire yeoman Deft in a Plea of the Case for that s^d Stetson at Westfield aforesaid on March 12th 1793 being indebted to the Plff in the Sum of £ 4 13 0 for divers Goods sold & delivered to s^d John at his Request, in Consideration whereof s^d John promised to pay them the same with Interest when he should be thereto requested —

Yet said John tho requested has never paid the same but neglects it to the Damage of Pltff Seth & William Six pounds — This Case was commenced at the last Term & continued to this Time & now the Pltff appears & the Deft tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the Pltff Seth & William do recover against the Deft John Five pounds and four pence L.M. Damages & Costs of Suit taxed at £ 2.12.3 and thereof &c

Excon iss Oct. 15 1794

Tillotson vs Adams May 7th 1794

Abel Tillotson of Granville in the County of Hampshire Yeoman Pltff vs Samuel Adams of Sandersfield in the County of Berkshire yeoman Deft in a Plea of the Case for that Deft Samuel at Granville on February 14 1794 was indebted to Pltff Abel in the Sum of £ 8.18.5 L.M. for the like Sum paid out & expended in Consideration whereof Deft Samuel promised Pltff Abel to pay him the Same on Demand with Interest &c Yet Deft Samuel tho requested has never paid the same but neglects it to the Damage of Pltff Abel Fifteen pounds — This Case was commenced at the last Term & continued to this Time and now the Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pltff Abel do recover against the Deft Samuel Twelve pounds nine ten shillings & seven pence L.M. Damages & Costs of Suit taxed at £ 2.10.7 & thereof &c

Excon iss Sept. 16. 1794

Remington vs Morley May 81 1794

Josiah Remington of Westfield in the County of Hampshire Yeoman Pltff vs David Morley of West Springfield in the same County Gent. Deft in a Plea &c as is of Record heretofore — This Case was commenced at the last Term & continued to this Time & now neither Party appearing this Case is dismissed

Pomeroy vs Pearl May 84. 1794

Gad Pomeroy of Southampton in the County of Hampshire yeoman Pltff vs Waitstill Pearl of Southampton aforesaid yeoman Deft in a Plea of the Case for that Deft Waitstill at Easthampton on May 29th last by his Note for Value rec'd promised one John Elsh to pay him or Order £ 11 — Lawf Money with Interest by October 1st then next & on the same day Deft John by his Indorsement on the same Note order'd the Contents thereof to be paid the Pltff Gad whereof Deft Waitstill had instant Notice & in Consideration thereof promised Pltff Gad to pay him the same accordingly Yet tho often requested the said Waitstill has never paid the Same but neglects it to the Damage of said Gad eighteen pounds — This Case was commenced at the last Term when the Pltff appeared & the Deft tho three Times called to come into Court makes Default of Appearance here And the Case was continued to this Time — And now the Pltff appears & prays Judgment — And it is considered by the Court that the Pltff Gad do recover against the Deft Waitstill Ten pounds Ten shillings & Six pence Lawf Money Damages & Costs of Suit taxed at £ 2.11.3 & 9 & thereof &c

Excon iss Sept. 13. 1794

Thomas vs Pearl & al May 1st. 1794

Salmon Thomas of Montgomery in the County of Hampshire Lawyer Pltff vs Boaz Pearl yeoman Elizabeth Pearl Widow & Waitstill Pearl Yeoman all of Southampton in the same County Defts in a Plea of the Case for that Defts at Southampton on July 13. 1792 by their Note for Value rec'd promised said Salmon to pay him or Order £ 12.16.12 by Prime Mr then next with Interest — Yet Defts tho requested

have never paid the Same but neglects it to the Damage of ye Plaintiff Twenty pounds — This Case was commenced at ye last Term when the Plff appeared & the Deft tho three Times called to come into Court make Default of Appearance here & the Case was continued to this Time — Now the Plff appears & prays Judgment — And it is considered by the Court that the ye Salmon do recover against the ye Boat Elizabeth & Wants all Four-teen pounds nine shillings & Mo Damages & Costs of Suit taxed at £1.19.11 & thereof &c —

Execon ofd Sept. 13. 1794 —

Lathrop vs Smith
May 89 1794

Isaac Riley of the City County & State of New York merch. Plff vs Seth Smith of Worthington in the County of Hampshire Trader Deft in a Plea of the Case for that ye Seth at New York was at Northampton on November 27th 1792 by his Note for Value rec promised the Plff to pay him Twenty five pounds & five shillings Specie with Interest yet ye Seth the requested has never paid the Same but neglects it to the Damage of ye Isaac Forty pounds — This Case was commenced at the last Term & continued to this Time — And now the Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the said Isaac Riley do recover against the ye Seth Twenty one pounds five shillings & three pence Lawful Damages & Costs of Suit taxed at £2.3.3 & thereof &c —

Execon ofd Sept. 23d 1794

Monk vs Livermore
May 92 1794

Seth Monk of Salisbury in the County of Litchfield & State of Connecticut yeoman Plff vs Solomon Livermore of Chesterfield in the County of Hampshire yeoman Deft in a Plea &c as is of Record heretofore — This Case was commenced at the last Term & continued to this Time — And now neither party appearing this Case is dismissed

White vs Bannister
May 93 1794

Asa White of Williamsburgh in the County of Hampshire merchant Plff vs William Bannister of Colrain in the same County Gent. in a Plea of the Case for that ye William at Chesterfield on March 12th last by his Note for Value rec promised the Plff to pay him £11.0.9 Lawful on Demand with Use yet ye William the requested has never paid the Same but neglects it to the Damage of ye Asa twenty pounds This Case was commenced at the last Term & continued to this Time — And now the Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Where-fore it is considered by the Court that the ye Asa do recover against the ye William Eleven pounds seven shillings & five pence lawful money Damages & Costs of Suit taxed at £2.4.1 & thereof &c —

Execon ofd Sept. 23d 1794 —

Bonney & al vs Littlefield
May 94 1794

Luke Bonney & Benjamin Bates both of Chesterfield in the County of Hampshire & Samuel Morse of Worthington in the same County Plffs vs Daniel Littlefield of the same Chesterfield Esq. Deft in a Plea of the Case for that ye Daniel at Chesterfield on January 20 1793 by his Note for Value rec promised the Plffs to pay them £10.6.0 Lawful on or before Nov. 1st then next yet ye Daniel the requested has never paid the same but neglects it to the Damage of ye Twenty pounds — This Case was commenced at the last Term and continued to this Time — And now the Plffs appears & the Deft tho three Times called to come into Court makes Default of Appearance here Where-fore it is considered by the Court that the said Luke Benjamin & Samuel do recover against the ye Daniel Ten pounds six teen shillings & five pence Lawful Damages & Costs of Suit taxed at £1.1.0.1 & thereof &c —

Execon ofd Sept. 23d 1794

Luke Fenner of Lenox plaintiff in the County of Hampshire Gent. Plff vs Barnabas Herrick of Worthington in the same County Husbandman Deft in a Plea of the Case for that the sd Barnabas at the sd Westfield on the 28th day of January last by his Note for Value rec'd promised the Plff to pay him £ 17 0 0 on Demand with Interest Yet said Barnabas the requested has never paid the same but neglects so to the Damage of the sd Luke twenty pounds — This Case was commenced at the last Term when the Deft the three Times called to come into Court made Default of Appearance in Court & the Case was continued to this Time — And now the Plff appears & prays Judgment and it is considered by the Court that the sd Luke do recover against the sd Barnabas Ten pounds ten shillings & 1 W.d Damages & Costs of Suit taxed at £ 1 17 2 & thereof &c — Execution Sept.r 23d 1794.

Fenner vs Herrick May 95 1794

Jonathan Woodbridge of Worthington in the County of Hampshire Gent.n Plff vs Barnabas Herrick of the same Worthington Husbandman Deft in a Plea of the Case for that said Barnabas at Worthington aforesaid on February 24 last by his Note for Value rec'd promised the sd Jonathan to pay him or order £ 26 0 0 & 1 W.d on Demand with Interest till paid Yet the sd Barnabas the requested has never paid the same, but neglects so to the Damage of the sd Jonathan Twenty pounds — This Case was commenced at the last Term when the Deft the three Times called to come into Court made Default of Appearance & the Case was continued to this Time & now the Plff appears & prays Judgment and it is considered by the Court that the sd Jonathan do recover against the sd Barnabas Fifteen pounds Fifteen shillings & seven pence 1 W.d Damages & Costs of Suit taxed at £ 1 18 11 & thereof &c Execution Sept.r 23d 1794

Woodbridge vs Herrick May 97 1794

Josiah Remington of Westfield in the County of Hampshire yeoman Plff vs David Morley of West Springfield in the same County Gent.n Deft in a Plea &c as is at large set forth in the Declaration on File &c — This Case was commenced at the last Term & continued to this Time — And now neither Party appearing this Case is dismissed

Remington vs Morley May 105 1794

John Lee of Westfield in the County of Hampshire yeoman Plff vs Richard Tally of Montgomery in the County aforesaid Gent.n Deft in a Plea &c as is set forth in the Declaration on File &c — This Action was entered at the last Term & continued to this Time & now the Plff appears & discontinues his Suit the Deft appears & prays for his Costs & it is considered by the Court that the sd Richard do recover against the sd John his Costs taxed at

Lee vs Tally May 107 1794

Job Clap of Southampton in the County of Hampshire Gent.n Plff vs Gardner Campbell of Southwick in the same County yeoman Deft in a Plea of the Case for that sd Gardner at sd Northampton on February 13th last by his Note for Value rec'd promised one Abner Fowler to pay him or order £ 4 0 0 2 1 W.d on Demand with Interest & afterwards on the day aforesaid sd Abner by his Indorsement on said Note ordered the Contents thereof to be paid the Plff for Value received of which sd Gardner had Notice & in Consideration thereof promised the Plff to pay him the Same accordingly Yet sd Gardner the requested has never paid the same but neglects so to the Damage of the sd Job Ten pounds

Clap vs Campbell May 108 1794

commenced at the last Term & continued to this Time and now the Plff appears and the Deft the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Joel do recover against the Ptd Gardner Four pounds twelve shillings & four pence L4 Damages and Costs of Suit taxed at £1-14-0 & thereof &c. Exon iss Sept 17. 1794

Fowler vs French
May 111 1794

Noble vs Fowler
May 112 1794

Gad Noble of Westfield in the County of Hampshire Yeoman Plaintiff David Fowler late of Southwick in the same County Gentn Deft in a Plea of the Case for that Ptd David at Ptd Southwick on April 24 1792 by his Note for Value rec'd promised the Plff to pay him or Order £13-6-0 L Mo on Demand with Interest — Yet Ptd David the requested has never paid the same but neglects it to the Damage of Ptd Gad Seventy pounds This Case was commenced at the last Term & continued to this Time & now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Gad do recover against the Ptd David Fifteen pounds four shillings L Mo Damages & Costs of Suit taxed at £2-0-1 & thereof &c Exon iss Sept 17. 1794

Wiley vs Campbell & al
May 114. 1794

Samuel Wiley of Dalton in the County of Berkshire Yeoman Plff James Campbell Junr & Abel Strong 2d both of Southwick in the County of Hampshire Yeomen Deft in a Plea of the Case for that Ptd James & Abel at Ptd Westfield on January 30th last by their Note for Value rec'd promised the Plff to pay him or Order Four pounds L Mo in six weeks Yet Ptd James & Abel the requested have never paid the same but neglect it to the Damage of Ptd Samuel Ten pounds — This Action was entered at the last Term & continued to this Time & now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Ptd Samuel do recover against the Ptd James & Abel Four pounds two shillings & ten pence Lawful Money Damages & Costs of Suit taxed at £3-2-5 & thereof &c Exon iss Sept 17. 1794

Phelps & al vs Eunton
May 116. 1794

Seth Phelps of Dublin in the County of Hampshire & Seth Wright of Northampton in the same County Merchts Plffs Daniel Eunton of Norwich in the same County Yeoman Deft in a Plea of the Case for that Ptd Daniel at Ptd Norwich on May 2 1793 being indebted to the Plffs in the Sum of £28-0-0 for divers goods by them sold & delivered Ptd Daniel at his request in Consideration thereof the Ptd Daniel promised the Plffs to pay them the same on Demand — And also for that Ptd Daniel afterwards on August 28 1793 by his Note for Value rec'd promised the Plffs to pay them £22-0-0 Lawful Money on Demand with Interest Yet Ptd Daniel the requested has never paid the Ptd Promises but neglects it to the Damage of Ptd Phelps & Wright Sixty pounds — The Plffs appear & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Plffs do recover against the Ptd Daniel Fifty two pounds Lawful Money Damages & Costs of Suit taxed at £2-1-0 & thereof &c

Eleazer Porter & William Porter Trs. of Hadley in the County of Hampshire Merchants Plffs. vs. John Walker of Hadley aforesaid Yeoman Deft. in a Plea of the case for that the Deft. John at Hadley on the 15th. day of July by his note of hand, of the date aforesaid promised the Plffs. to pay them or their order £29. 10s. & 8d. on Demand with Interest also, for that the said John at Hadley on July 15th. last was indebted to the Plffs. in the sum of twenty nine shillings & six pence & 8d. in money had & received by the said John of the Plffs. to their use & in consideration thereof promised the Plffs. to pay them the same on Demand also for that the said John at Hadley aforesaid, on November 8th. last by his other note for value rec'd, promised the Plffs. to pay them or their order £9. 1s. 3d. & 8d. in three months & also for that the said John on Nov. 6. 1794 at Hadley aforesd. was indebted to the Plffs. in £25. 7s. 1d. & 8d. for Goods sold & delivered & in consideration thereof the said John promised the Plffs. to pay them the same on Demand &c. Yet said John the requested has never performed either his promises aforesd. but neglects it to the Damage of the said Eleazer & William twenty Pounds

Walker May 120 1794

This Case was entered at May term last & continued to this Time & now the Plffs. appears & the Deft. the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Eleazer & William do recover against the said John sixty five pounds & five shillings & 8d. Damages & Costs of Suit taxed at £1. 7s. 7d. & thereof &c. Recorded Sept. 17th. 1794

Chilias Smith & Windsor Smith both of Hadley in the County of Hampshire Shopkeepers Plffs. vs. James Hunt of Williamsburgh in the same County Yeoman Deft. in a Plea &c. as is at large set forth in the Declaration on File &c. This Action was entered at the last Term & continued to this Time & now neither party appearing this Case is dismissed

Smith & Hunt May 122. 1794

Noah Smith of ~~Brattleborough in the County~~ of Windsor & State of Vermont Yeoman Plff. vs. James Hunt of Williamsburgh in the County of Hampshire Yeoman Deft. in a Plea &c. as is set forth in the Declaration on File This Action was entered at the last Term & continued to this Time And now neither party appearing this Case is dismissed

Smith vs. Hunt May 122. 1794

John Stark of Hatfield in the County of Hampshire Trader Plff. vs. John Locke of Charlemont in the same County Gent. Deft. in a Plea &c. as is set forth in the Declaration on File This Action was entered at the last Term and continued to this Time And now neither Party appearing this Case is dismissed

Stark vs. Locke May 136. 1794

Allen vs Calvin

May 13th 1794

Caleb Allen of Bernardston in the County of Hampshire yeoman Pltff
Calvin Nunn of Greenfield in said County & yeoman Deft in a
Plea of the Case &c. That Calvin at Greenfield on May 1st 1791 by his
Note for value received promised Caleb to pay him £28. 6. 6 in wheat rye
to Hatch on demand which Note Calvin has from that time and
yet is Calvin the requisite has never paid the same but refuses it to the
Damage of Caleb Thirty pounds — This Action was entered at the
last Term & continued to this Term & now the Pltff appears & the
Deft tho' three times called to come into Court makes default of
appearance &c. Wherefore it is considered by the Court that Caleb
do recover against the Calvin Seventy nine pounds one hundred shillings
& two pence Debt Money Damages & Costs of Suit taxed at £2. 8. 3
& the cost of &c.

Recognized Sept 16th 1794

Price vs Farmer et al

May 12th 1794

Daniel Price of Greenwich in the County of Hampshire Yeoman Pltff
& Jonathan Farmer of Hardwick in the County of Worcester Esqr Deft
in a Plea of the Case as is set forth in the Declaration on File &c
This Action was entered at the last Term & continued to this Time
& now neither Party appearing this Case is dismissed &c

Taylor vs Montague

May 14th 1794

Ebenezer Taylor of Granby in the County of Hampshire Yeoman Pltff
John Montague of said Granby Yeoman Deft in a Plea of Trespass
as is set forth in the Declaration on File &c This Case was entered at
the last Term when the Parties appeared & agreed to report the Case
to the Judgment & Determination of Henry Dwight & Joel Cook & Reuben Smith
the Award of them or any two of them to be final &c, and the
Case was continued to this Time &c, and now said Parties appear
& the References aforesaid send into Court their Award or report which the
Close lately Joseph Montagues mentioned in the Rule of Reference
extends & is bounded in part as follows to wit beginning at the
Southwest Corner of Joseph Montagues late Farm at a white Oak tree
& running East twenty four degrees South one hundred rods, thence
running North twenty four degrees East fifty six rods thence West
twenty four degrees North forty rods thence north forty degrees East
seventy two rods to the Land of the Pltff thence running West twenty four
degrees North to the South west Corner of the Pltffs Close mentioned in
the Declaration & that the said Line be & is the dividing line between the
Close of the Pltff & that lately belonging to Joseph Montague & that the
Pltff has title to the land lying north of said last mentioned line is in the
Pltff & which Damages the Trespass mentioned in the Declaration
& the Sum of one shilling & costs of Reference taxed at Thirty six shillings
& costs of Court to be taxed by the Court signed Henry Dwight & Reuben Smith
which said Award is accepted & it is considered by the Court that
the Pltff Ebenezer do recover against the Deft Damages & Costs
of suit to be taxed &c & the Deft &c

Dwight vs Snow

May 16th 1794

Lewis Dwight of Deerfield in the County of Hampshire Singlewoman
aged fifteen years & upwards by her next friend & guardian
Joseph Dwight of said Deerfield & Edward Snow of said Deerfield Deft
in a Plea of Trespass as is set forth in the Declaration on File &c This action
was entered at the last Term & continued to this Time &c and now
neither Party appearing this Case is dismissed

Moses White Trader James Robinson Trader & John Williams Trader
late of Walsborough in the County of Middlesex Plffs vs Samuel Rhoades
Yeoman & Solomon Rhoades yeoman both of Pelham in the County
of Hampshire Deffts in a Plea &c as is set forth in the Declaration
now on File &c This Action was entered at May Term last & con
tinued to this Time — And now neither party appearing in
Court this Case is dismissed

White & al
vs
Rhoades & al
May 148 1794

Elizabeth Bowdoin Widow & James Bowdoin Esqr Exr of the last
Will &c of James Bowdoin Esqr late of Boston in the County of Suffolk
dec. Plffs vs Nathan Gibbs of Blanford in the County of
Hampshire yeoman Deft in a Plea of the Case for that P Nathan
at Blanford on February 22d 1790 by his Note for Value received
promised P James the Testator to pay him or Order £42.. 0.. 10
L.M. in one year from the Date with Interest yet P Nathan the req
uested has never paid the same to P James the Testator in his
Life Time or Pd Executors since his decease but neglects it to the
Damage of Pd Executors fifty five pounds — This Action was
entered at the last Term & continued to this Time & now the
Plffs appear & the Deft the three Times called to come into
Court makes Default of Appearance here — Wherefore it is
considered by the Court that the said Executors aforesd do re
cover against the Pd Nathan Fifty four pounds & two pence
L.M. Damages & Costs of Suit taxed at £4.. 15.. 3 & thereof &c
Execution Sept. 11. 1794

Bowdoin & al
Exr vs
Gibbs
May 149. 1794

John Moore Plff vs Solomon Charles Deft in a Plea &c as is
~~of the Large~~ set forth in the Declaration on File &c This Action
was entered at the last Term & continued to this Time and
now neither Party appearing in Court this Case is dismissed

Moore vs
Charles
May 155. 1794

David M'Clure Plff vs Daniel Winchester Deft in a Plea &c
as set forth in the Declaration on File &c — This Case was commenced
at the last Term & continued to this Time & now neither Party ap
pearing this Case is dismissed

M'Clure vs
Winchester
May 156. 1794

Joseph Chapin Plff vs Levi Ward Deft in a Plea &c as is set forth in
the Declaration on File &c This Case was commenced at the last Term
& continued to this Time — And now neither Party appearing this Case is
dismissed

Chapin vs
Ward
May 158. 1794

Esther Stoddard of Northampton in the County of Hampshire Sin
gle woman Plff vs Willard Clark of the same Northampton yeoman
Deft in a Plea of Trespass whereon the Pd Esther complains for that
said Willard on December 1st 1793 & at divers other days & times
between that Day & the first day of April last past with Force
& Arms the Close of the said Esther in Pd Northampton being part
of the Lot No. 39 & No. 40 originally laid out & recorded to Noah
Cook & John Parsons bounded Westerly & northerly on Nathaniel
Edwards Land Southerly on Land in possession of Chris Clark
Easterly on Samuel Parsons Land, did break & enter & her
Grass & Grain then lately growing with Stones & Bushes to the Value
of ten shillings did at sundry times cut down & consume & two thousand
Young Walnut Trees of the Value of six pounds did cut down lop

Stoddard
vs
Clark
May 159 1794

take & carry away & also Six Loads of Walnuts Stoop poles of the Estate of the Value of Six pounds did take & carry away & convert to his own Use contrary to Law &c to the Damage of said Esther Seven pounds —

This Action was entered at the last Term & continued to this Time & now the Plff appears by Jos. Stoddard Esq. Gent. her Attt & the Deft by Caleb Strong Esq. his Attt comes & defends the Force & Injury when &c says he is not guilty in Manner & Form as the Plff has alledged & thereof puts himself on the Country — And the Plff likewise —

A Jury at this Time returned & impannelled as the Law requires being now sworn to try the Issue declare upon their Oath that they find the Deft is guilty in Manner & Form as set forth in the Declaration & assess Damages for the Plff at two pounds — Whereupon the Deft Willard here in Court in his own Person appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the fourth Tuesday of September Instant & he recognizes for prosecuting the same with Effect &c —

Thing vs Bannister May 17th 1794

Apollos Thing of Chesterfield in the County of Hampshire Trader Plff vs William Bannister of Colrain in the same County yeoman Deft in a Plea of the Case for that s.d William at Chesterfield aforesaid on January 11th last by his Note for Value received promised s.d Apollos to pay him or Order £9. 17. 11 2 M.o with Interest on Demand yet s.d William the requested has never paid the Same but neglects it to the Damage of s.d Apollos twelve pounds This Action was entered at the last Term & continued to this Time — And now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s.d Apollos do recover against the s.d William Ten pounds six shillings & Nine pence L.M.o Damages & Costs of Suit taxed at £ 2. 14. 9 — Execution Sept. 15. 1794

Thurston vs Dean May 16th 1794

Jacob Thurston of Brookfield in the County of Worcester Housewright Plff vs Lot Dean of Ware in the County of Hampshire Trader Deft in a Plea of the Case for that s.d Lot at s.d Ware on August 16 1793 by his Note for Value rec.d promised s.d Jacob to pay him 133 1/3 D. of merchantable Neat Cattle on or before March 1st then next with Interest yet s.d Lot the requested has never paid the Same but neglects it to the Damage of s.d Jacob Sixteen pounds This Case was entered at the last Term & continued to this Time & now the Plff appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s.d Jacob do recover against the s.d Lot Six pounds ten shillings & Five pence & Costs of Suit taxed at £ 2. 14. 5 & thereof &c Exn iss.d Sept. 17. 1794

Westhepp & Eg. Bow May 17th 1794

Davis Westhepp of Winchelsfield in the County of Hampshire in the State of Massachusetts Yeoman Plff in Error vs Moses Ingleston of Springfield in the County of Hampshire in the State of New York Appellee from the Judgment of David Shepard Esq. Justice in which case s.d Moses now Plff & s.d David was Deft in a Plea &c as is set forth in the Declaration — This Appeal was entered at the last Term & continued to this Time — And now the Appellee appears & the Appellant being three Times called to come into Court makes Default of Appearance here, Wherefore it is considered by the Court that the s.d Moses do recover against the said David Two pounds eleven shillings & nine pence L.M.o Damages & Costs of Suit taxed at £ 4. 0. 8 & thereof &c

Exn iss.d Sept. 17. 1794 —

Entries at September Term 1794

[illegible] Goodman
[illegible] Noah [illegible] Ludlow [illegible] Reuben [illegible] Goodman
[illegible] Reuben [illegible] Noah [illegible] Ludlow [illegible] Reuben [illegible]
[illegible] Reuben [illegible] Noah [illegible] Reuben [illegible]
Money for [illegible] on of Money of said Reuben & for in lieu of the
said Noah Pepper Plaintiff [illegible] had received & received [illegible]
Reuben the said Noah [illegible] for Plaintiff [illegible] to pay him
the same [illegible] which he should be [illegible] said Noah
to recover has not said [illegible] to said Reuben but neglected
to the Damage of said Reuben Thirty pounds

The Plaintiff appears by Caleb Strong Esq. his Atty & the Defendant by Simeon
Strong Esq. his Atty comes & defends the & for Plea says he
never promised the Plaintiff in Manner & form as is in his
Declaration has alledged & thereof puts himself upon the Country
and the said Reuben the like doth the same

A Jury of Men duly returned & impannelled as the Law
requires. being now sworn to try the issue declare upon their
Oath that they find the Defendant promised in Manner & form
as the Plaintiff hath declared & assess Damages at Twenty
Dollars which is considered by the Court that said Reuben do render
against the said Noah Twenty seven pounds nine shillings &
eight pence Ten Mills Damages & Costs of suit taxed at D. 0. 6
Whereupon said Noah by his Atty aforesaid appeals from the
Judgment of this Court to the Supreme Judicial Court to
be holden at Northampton aforesaid on the fourth Tuesday
of September instant & he recognizes with two sureties the said
~~Reuben~~ Noah prosecuting the same with effect &c

Benjamin Tyler yeoman & Tyler yeoman & John Tyler Glass Tyler et al
Landmen all of Ludlow in the County of Hampshire Executors of Tadman Esq.
the last Will & Testament Benjamin Tyler late of said Ludlow Sep 3. 1794
dec. Plffs vs Phineas Headman of Springfield in said County
Yeoman Executor of the last Will & of Thomas Beamon late
of said Springfield deceased Defdt in a Plea of Covenant broken
whereon they say that at said Springfield on January 4th 1754
the said Thomas then in full life made his Deed poll of that date
under his hand & seal by which it is witnessed that said Thomas
for & in Consideration of five pounds twelve shillings current
Money of the then province of Massachusetts Bay to him paid
by said Benjamin Tyler deceased then in full life did freely
by & absolutely give grant bargain sell & convey to him the
said Benjamin Tyler deceased then alive his Heirs & Assigns forever
the whole of the thirty fourth Lot in Number in the first or
Northern division of the Entered Commons on the East side
of Connecticut River then in Springfield in Ludlow aforesaid
originally the Widow Beamons being in breadth two rods &
twelve feet accounting sixteen feet to a rod & in length four

bounded north on the Lot originally Patrick Cooley & South on the Lot originally Josiah Leonards to have & to hold the Same with the Appurtenances to him the sd Benjamin Tyler the Grantee aforesaid his Heirs & Assigns forever & the sd Thomas Pain & Phebe by the same Deed for himself his Executors & Administrators did covenant unto & with the sd Benjamin the Testator that before & untill the ensealing thereof he was the Sole and lawful owner of the sd Granted premises & had in himself good right full Power & lawful Authority to give grant bargain & sell the said Premises & that the same was free & clear & freely & clearly exonerated acquitted & discharged of & from all other & former Gifts Grants Bargains Sales & other Incumbrances whatever — And the sd Benjamin John & Abner say that all the Time aforesaid of making ensealing and executing the Deed aforesaid the sd Thomas was not the Sole & lawful Owner of sd Granted premises & had not in himself good right full Power & lawful Authority to give grant bargain sell the same as aforesaid and that the same were not then nor have ever since been free & clear of all other & former Gifts Grants Bargains Sales & other Incumbrances whatever as by sd Thomas is covenanted as aforesd & so sd Thomas his Covenant aforesaid in Form aforesd made did break & not keep the same in his Life Time to the Damage of said Pltff Forty pounds The Pltff appeared & the Deft the Plaintiff called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the sd Pltff in their sd Capacity do recover against the said Phineas in his sd Capacity Thirty one pounds Lawful Money Damages & Costs of Suit taxed at £1.7.11 & thereof &c

Greenfield Sept. 19. 1794.

Shelley vs Trowbridge Sept. 1794

John Shelley of Worthington in the County of Hampshire yeoman Pltff vs David Trowbridge of the same Worthington Hatter Deft in a Plea wherein sd John demands against sd David Seizin & Possession of the following Tract containing Six Acres with the Appurtenances lying in Worthington aforesaid bounded South of the County road leading from Simeon [illegible] Dwelling House to Sam[illegible] Bushington's Dwelling House bounded North on the sd County Road West on Land of Silas Burns South on Land of Timothy Mack & the Demandants right of Inheritance into which sd David hath wrongfully been by Disseizin by him unjustly committed & whereon sd John complains that Seth Smith and Benjamin Lathrop within thirty years now last past viz on the eighth day of August Seventeen hundred & ninety two at Northampton aforesaid were seized of the demanded premises as of a good perfect & absolute Estate of inheritance in Fee simple & being so seized the said Seth & Benjamin afterwards on the same day & year at Worthington aforesaid made their Deed of Bargain & Sale by them well executed sealed with their Seals in Consideration of the Sum of two hundred pounds current money of the Commonwealth aforesaid to them paid before the ensealing the Time by the sd John did in & by the same Deed freely clearly & absolutely give grant bargain sell alienate release convey & confirm unto him the sd John [illegible]

[illegible] the sd demanded premises to have & to hold the sd demanded premises with the Appurtenances & privileges thereto belonging

to him the said John his heirs & assigns forever to his and their own proper
use Benefit & behoof forever more which said Deed was duly acknowledged
& recorded according to law by means & virtue whereof said Deed & premises
the said John became seized of the said demanded premises in his De
mesne as of fee & right taking the profits thereof to the value of thirty
shillings by the year, which said Deed had a condition thereto that where
as the said John had on the day & the date of the same executed & signed a
certain Note of hand of even date with said Deed as surety for said
Jesse & Benjamin payable to Dr Ezra Starkweather Town Treasurer
of the Town of Worthington or his successor in said Office for the sum
of One hundred & forty pounds & eleven shillings on demand with
Interest now therefore if the said Jesse & Benjamin their Heirs & assigns
should well & truly pay or cause to be paid the sum aforesaid &
the Interest thereon annually within two years from the Date of the
same Deed to said Ezra or his successor in the Office aforesaid & save
said John harmless from any Cost Trouble or Expense on account
of his being surety as aforesaid then said Deed was to be void otherwise
to remain in full force & virtue — And said John avers that the said
two years mentioned in the condition aforesaid have long
since elapsed & said Jesse & Benjamin their Heirs & assigns have
not either of them paid the said sum of One hundred & forty pounds
& eleven shillings & interest to said Ezra Starkweather or his suc
cessor nor have they saved the said John Harmless from Costs
trouble & Expense on account of his being surety as aforesaid
but said John avers he has been put to great trouble & Expense
on account of being surety as aforesaid & by means of the pre
mises ought still to hold & possess the demanded premises
nevertheless the said David within said thirty years & since the
making the Deed aforesaid & seizin aforesaid hath unjustly
& without Judgment entered into said demanded premises
& dispossessed the said John & still unjustly holds him out to his
Damages thirty pounds — The Plff appears by Saml Porter
Gent his Attr & the Deft by John Taylor Gent his Attr comes
& defends the Force & Injury when & for Plea says he ne
ver disseized the Plff in manner & form as he is in his De
claration hath alledged against him & thereof puts himself
on the Country — And said John reserving liberty to alter
his Plea at the Term of this Judicial Court & join Issue says
that the above Plea of said David is not sufficient in law
to bar him the said John from having his Action & that he is
ready to verify & thereof prays Judgment — And said David con
tending to said Reservation says his plea is sufficient —
Whereupon all & singular the premises being seen & understood by the
Court & it appears to the Court that the Plea aforesaid of said David is
a sufficient answer to the Declaration of said John & that said John by his
Plea aforesaid ought to receive nothing — Therefore it is considered that
said John by his Plea aforesd do receive nothing &c — And that said David
do recover against said John his Costs taxed at $

Whereupon the said John by Jonathan Woodbridge his Attr appeals from
the Judgment of this Court to the Supreme Judicial Court to be
holden at Northampton aforesaid on the fourth Tuesday of
December Instant & he recognizes with Surety that said John prose
cute his Appeal with Effect &c —

Clarkwealher vs Perkins Sept 8. 1794

William Clarkwealher of New Ashford in the County of Berkshire Esq. Plff vs. York Perkins of Norwich in the County of Hampshire yeoman Deft in a Plea of the Case for that s.d York at Northampton aforesaid on February 14th last by his Note for Value rec.d promised the Plff to pay him Four pounds nine Shillings L.M.No on Demand with Interest yet said York the Offer requested has never performed his s.d promise but refuses to do it to the Damage of s.d William Ten pounds — The Plff appears & the Deft tho three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the s.d William do recover against s.d York Four pounds twelve Shillings & one penny L.M.No Damages & Cost of Suit taxed at £5-14-9 8 thereof &c

Execution s.d Sept. 23 1794 —

Dwight & al vs Coburn Sept. 11. 1794

Jonathan Dwight Esq & James Scott Dwight Shopkeeper both of Springfield in the County of Hampshire Plffs vs. Seth Stores Coburn of Springfield aforesaid Goldsmith Deft in a Plea of the Case for that s.d Seth at Springfield aforesaid on July 18. 1793 by his Note for Value rec.d promised William Colton to pay him or Order £5-13-5 on Demand with Interest & s.d William on April 9th last by his Indorsement on the s.d Note ordered the Contents then due to be paid to the Plffs whereof s.d Seth then & there had Notice & in Consideration thereof promised the Plffs to pay them the same accordingly on Demand — Also for that s.d Seth at s.d Springfield on August 1st last by his other Note for Value rec.d promised the Plffs to pay them or Order £11-16-5 L.M.No on Demand with Interest yet s.d Seth tho requested has never paid the same but neglects it to the Damage of s.d Plffs twenty pounds The Plffs appear & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s.d Plffs recover against said Seth Eighteen pounds thirteen Shillings L.M.No Damages & Costs of Suit taxed at £1-7-11 & thereof &c

Execution s.d Sept. 13. 1794 —

Lessingwell vs Hutchins Sept. 12. 1794

Christopher Lessingwell of Norwich in the State of Connecticut Esq. Plff vs James Reed Hutchins of Springfield in the County of Hampshire Printer Deft in a Plea of the Case for that s.d James on December 4th last by his Note for Value rec.d promised the Plff to pay him or Order £14-6-8 L.M.No on Demand with Interest for the same yet said James has never paid the same but neglects it to the Damage of s.d Christopher ten pounds The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s.d Christopher do recover against s.d James Five pounds Sixteen Shillings & seven pence L.M.No Damages & Costs of Suit taxed at £1-10-11 & thereof &c

Lyneham Esq vs Morgan Sept. 13. 1794

William Lyneham of Springfield in the County of Hampshire Esq Treasurer of s.d Town Plff vs Silas Morgan of Ware Springfield in the same County Yeoman Deft in a Plea of Debt for that s.d William on August 30th 1790 before Justin Ely Esq. No.d Peace recovered a Judgment against s.d Silas for £13-8-3 Damages & 16/8 Costs which Judgment remains in full Force &c. Wherefore Silas is required by s.d William to have & recover of same Sums with 2/8 in two Executions said Silas tho requested has never paid the same but neglects it to the Damage of s.d William ten pounds — The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s.d William do recover against the s.d Silas Fourteen pounds fourteen Shillings & seven pence Costs of Suit taxed at £1-11-2 & thereof &c

Execution Nov. 6. 1794

Abel Pack of Wilbraham in the County of Hampshire Gent. Pltff
vs. William King of the same Wilbraham Yeom. Deft in a Plea of
Trespass on the Case for that the said William at Wilbraham on March
the 1st 1794 by his Note for Value rec'd promised the Pltff to pay him
twenty pounds L. M. on Demand with Interest yet the said William
hath the requested has never paid the same but neglected it to the
Damage of the said Abel sixty pounds. The Pltff appears & the Deft the
three times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the said Abel do
recover against the said William

Damages & Costs of Suit taxed at £ 1 12 7 & therefor &c

Pack vs King
Sep. 18 1794

Abial Terry of Enfield in the State of Connecticut Gentleman Pltff
vs. Uriah Cole yeoman & Heleb Cole yeoman both of Monson in
the County of Hampshire Defts in a Plea of the Case for that said
Uriah & Heleb at Northampton aforesaid on December 20. 1792
by his Note for Value rec'd promised the Pltff to pay him on
Order 39/ L. M. on Demand with Interest Also for that the said Uriah
& Heleb by their other Note for Value rec'd promised the Pltff to
pay & deliver him three pounds L. M. worth of Beef pork & Grain
by Jan. 71. last with Interest yet the said Defts or either of them the
requested have never paid the same but neglect it to the Damage
of said Abial Ten pounds — The Pltff appears & the Defts the
three times called to come into Court make Default of Ap
pearance here Wherefore it is considered by the Court that the
said Abial do recover against the said Uriah & Heleb Five pounds
six shillings & seven pence lawful money Damages & Costs
of Suit taxed at £ 1 13 11 & therefor &c Execution Sep. 13. 1794

Terry vs
Cole & al
Sep. 19. 1794

Ira Purple of Bernardston in the County of Hampshire Yeom.
Pltff vs. Job Whitney of Deerfield in the same County Gent. Deft
in a Plea of the Case for that the said Job on November 4. 1793 by
his Note for Value rec'd promised the said Pltff to pay him £ 14 3 8
by March 1st then next yet the said Job the requested has never paid
the same but neglected it to the Damage of the said Ira Twenty pounds

The Pltff appears & the Deft the three times called to come into Court
makes Default of Appearance here Wherefore it is considered
by the Court that the said Ira do recover against the said Job Seven pounds
fourteen shillings & four pence L. M. Damages & Costs of
Suit taxed at £ 2 4 7 & therefor &c Execution Sep. 17. 1794

Purple vs
Whitney
Sep. 25. 1794

John Lillie of Southwick in the County of Hampshire yeom. Pltff
vs Abial Stiles of Granville in the same County yeoman Deft
in a Plea of the Case for that the said Abial at Granville on October
23d 1793 by his Note for Value rec'd promised the said John to
pay him £ 6 13 2 by May 1st then next with Interest
yet the said Abial the requested has never paid the same but neglect
it to the Damage of the said John Ten pounds — The Pltff appears
and the Deft the three times called to come into Court makes
Default of Appearance here Wherefore it is considered by
the Court that the said John do recover against the said Abial
Six pounds nineteen shillings & eleven pence L. M. Damages &
Costs of Suit taxed at £ 1 19 4 & therefor &c

Execution Sep. 17. 1794

Lillie vs
Stiles
Sep. 27. 1794

Pellows vs Harwood
Sep 28 1794.

Parker Pellows of Norwich in the County of Hampshire Tadler Pltff vs Francis Harwood of Westhampton in the Same County Physician Deft in a Plea of the Case for that Pltff Francis at Norwich aforesaid on May 21. 1793. by his Note for Value rec'd promised the Pltff to pay him £3. 16. 6 Lawf by August 15th then next with Interest yet Pltff Francis the requested has never paid the same but neglects it to the Damage of Pltff Parker Twelve pounds The Pltff appears at the Deft the three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the Pltff Parker do recover against the Francis Four pounds two shillings & four pence of lawf Money Damages & Costs of Suit taxed at £1. 12. 5 & thereof &c

Exon iss Sept. 17. 1794

Church vs Bliss
Sep 31. 1794

Moses Church of Springfield in the County of Hampshire Innholder Pltff vs Stephen Bliss of Wilbraham in the same County Yeoman Deft in a Plea of Debt for that Pltff Moses at a Court before Edward Foster Esq Justice Pacis on November 4th 1793 recovered Judgment against the Pltff Stephen for £3. 15. 0 & for 11/0 Costs — Which Judgment is in full force not annulled or satisfied, by means whereof Action hath accrued to the Pltff to have & recover of the said Stephen the requested has never paid the same but neglects it to the Damage of Pltff Moses Ten pounds — The Pltff appears at the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pltff Moses do recover against the said Stephen Four pounds twelve shillings & eight pence Lawf Debt & Costs of Suit taxed at £1. 0. 7 & thereof &c

Exon iss Nov. 18. 1794

Dwight & al vs Brown
Sept. 24. 1794

Jonathan Dwight & James Scott Dwight both of Springfield in the County of Hampshire Merchts Pltffs vs Israel Brown of Westhampton in the same County Shopkeeper Deft in a Plea of the Case for that said Israel at Westhampton on January 4th 1794 by his Note for Value rec'd promised one Levi Smith to pay him or Order £18. 5. 4 Lawf on Demand with Interest & afterwards on the same Day Levi by his Indorsement on Pltffs Note ordered the same to be paid the Pltffs or Order on Demand in Consideration whereof said Israel then & there promised the Pltffs to pay them the same accordingly yet the said Israel the requested has never paid the same but neglects it to the Damage of said Pltffs Twenty five pounds — The Pltffs appear at the Deft the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Pltffs do recover against the said Israel Nineteen pounds & Lawf Damages & Costs of Suit taxed at £1. 5. 5 & thereof &c

Exon iss Sept. 13. 1794

Lombard vs Foster
Sept 18 1794

Daniel Lombard Gent of Springfield in the County of Hampshire Parties in a Rule of Reference by them entered into & acknowledged at the Court in such Case made & provided — The said Parties now appear in Court & the Referees by them chosen now send into Court their award that said Earl pay to said Daniel £4. 9. 2 Lawf Damages & Costs of Reference taxed at £1. 4. 5 & Costs of Court to be taxed by the Court — which said Award is accepted & it is considered by the Court that said Daniel do recover against said Earl Four pounds Nineteen shillings & two pence of lawf Money Damages & Costs of Suit taxed at £2. 0. 6 & thereof &c

Exon iss Sept. 13. 1794

John Phelps of Westfield in the County of Hampshire Esq. Pltff. vs. Ebenezer Brewster Gould of William Tower in the County of Berkshire Gentl. Deft. in a Plea of the Case for that s.d Ebenezer at s.d Tower on September 19. 1789 by his Note for Value rec.d promised s.d John to pay him £4. 13. 2 & M.o on Demand with Interest yet s.d Ebenezer tho requested has never performed his s.d promise but neglects it to the Damage of s.d Pltff. in £7 — The Pltff. appears & the Deft. tho three times called to come into Court makes default of Appearance wherefore it is considered by the Court that the s.d John do recover against s.d Ebenezer Six pounds one shilling & one penny & M.o Damages & Costs of Suit taxed at £1. 12. 11 & Execution &c.

Phelps vs Gould
Sep.t 39 1794

Gad Rood of Westfield in the County of Hampshire Gent.n Pltff. vs. Abner Rice Inn Holder & William Rice merchant both of Northampton in s.d County Deft. in a Plea of the Case for that s.d Abner & William at s.d Northampton on March 27th 1793 by their Note for Value rec.d promised s.d Gad to pay him Five pounds lawful Money worth of hide leather on October 15. then next with Interest yet s.d Abner & William tho requested have never paid the same but neglect it to the Damage of s.d Gad Nine pounds The Pltff. appears & the Deft. tho three times called to come into Court makes default of Appearance wherefore it is considered by the Court that the said Gad do recover against s.d Abner & William Five pounds eight shillings & six pence & M.o Damages & Costs of Suit taxed at £1. 12. 11 & Execution &c.

Rood vs Rice
Sep.t 41 1794

Aaron Spelman Executor of the Will of David Rose & David Rose Ebenezer Smith Timothy Robinson & Timothy Robinson Guardian to David Rose Heir to David Rose deceased on the one part — and Constant Rose Thomas & Obadiah Chapin on the other part — Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case provided direct — The s.d Parties appear in Court & the Referees by them chosen now send into Court their Award — That the s.d Aaron Spelman Ex.r David Rose Timothy Robinson Timothy Robinson as Guardian to David Rose & Ebenezer Smith recover of s.d Constant Rose Thomas Chapin & Obadiah Chapin £23. 17. 3 & M.o Damages & Costs of Reference taxed at £1. 19. 6 Costs of Court to be taxed by the Court Whereupon it is considered by the Court that the s.d Aaron David Timothy & Ebenezer do recover against s.d Constant Thomas and Obadiah Twenty three pounds Seventeen shillings & three pence of lawful Money Damages Costs of Court & Costs taxed at £3. 3. 10 & Execution &c.

Spelman Ex.r &c. vs Rose
Sep.t 44. 1794

William Miller of Southwick in the County of Hampshire yeoman Pltff. vs. Samuel Clark of Granville in the same County yeoman Deft. in a Plea of the Case for that s.d Samuel at s.d Granville on June 6 1792 by his Note for Value rec.d promised s.d William to pay him £12 & M.o of Wheat & Rye by December 12th then next with Interest yet s.d Samuel tho requested has never paid the same but neglects it to the Damage of s.d William Ten pounds The Pltff. appears & the Deft. tho three times called to come into Court makes default of Appearance wherefore it is considered by the Court that s.d William do recover against s.d Samuel six pounds & eleven pence & M.o Damages & Costs of Suit taxed at £1. 12. 11 & Execution &c.

Miller vs Clark
Sep.t 47. 1794

Todd vs Burbanks Sept. 5th 1794

David Todd of Lutfield in the late of Bennington Gent. Pltff. & Thomas Burbanks of Granville in the County of Hampshire Gent. Deft. in a Plea of the Case for that s.d Thomas ab.t s.d Granville on May 18th 1792 by his Note for Value rec.d promised s.d David to pay him £17 L.M. on Demand which s.d Thomas has requested has not performed his s.d Promise but neglects ab.t to the Damage of s.d David Thirty pounds. The Pltff appears & the Deft. the three Times called to come into Court makes Default of Appearance here Therefore it is considered by the Court that s.d David do recover against s.d Thomas Nineteen pounds six shillings & nine pence L.M. Damages & Costs of Suit taxed at £1 1 2 3 & thereof &c

Execution s.d Sept. 16. 1794

Wheeler vs Brownson Sept. 5th 1794

Russel Wheeler of Blanford in the County of Hampshire Gent. Pltff. Ebenezer Brownson of London in the County of Berkshire Yeoman Deft. in a Plea of the Case for that s.d Ebenezer ab.t s.d Blanford on January 29th last by his Note for Value rec.d promised s.d Russel to pay him £18 4 0 L.M. worth of Cord boards & Standes on Demand Also for that s.d Ebenezer on August 4 1794 was indebted to s.d Russel for Goods &c sold & delivered & in Consideration thereof s.d Ebenezer promised to pay therefor so much Money as the same Goods &c were worth & s.d Russel avers the s.d Goods were worth £1 15 0 & yet s.d Ebenezer has neglected both not performed either his promises aforesaid but neglects ab.t to the Damage of s.d Russel Twenty pounds The Pltff appears & the Deft. the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s.d Russel do recover against the s.d Ebenezer Eleven pounds nineteen shillings L.M. Damages & Costs of Suit taxed at £1 13 4 & thereof &c

Execution s.d Sept. 16. 1794

Leonard vs Hale Sept. 5th 1794

Ezra Leonard of Shutesbury in the County of Hampshire yeom. Pltff. vs Oliver Hale of the same Shutesbury Goldsmith Deft. in a Plea of the Case for that s.d Oliver ab.t s.d Shutesbury on June 24th 1794 owed the said Ezra £43 11 4 lawful for Matters contained in a Bill annexed to the Writ, in Consideration whereof promised s.d Ezra to pay him the same on Demand Also for that s.d Oliver then in the same Day & Year owed s.d Ezra £24 L.M. for so much Money lent and delivered & in Consideration thereof promised s.d Ezra to pay him the same on Demand - Also for that s.d Ezra ab.t the same of s.d Oliver had then before that Time done & performed divers Labours & Services & provided s.d Ezra with Horse Room & Boarding Liquor & other nec[illegible] s.d Oliver then & there in Consideration thereof promised s.d Ezra to pay him so much Money as the same were reasonably worth & the s.d Ezra reasonably deserved therefor Fifty pounds whereof s.d Oliver had Notice yet s.d Oliver has not performed either his promises aforesaid but neglects ab.t to the Damage of s.d Ezra Sixty pounds The Pltff appears & the Deft. the three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s.d Ezra do recover against the said Oliver Forty three pounds Eleven shillings & four pence L.M. Damages & Costs of Suit taxed at £1 1 [illegible] & thereof &c

Execution s.d Sept. 26. 1794

Timothy Allen of Ambersh in the County of Hampshire Husbandman Pltff
v. James Read Hobbins of Springfield in the same County Yeoman Deft
in a Plea of the Case for that the Pltff Timothy at Ambersh on February 28th
last sold & delivered to the Deft James at his request & Pltffs
one Stone Sheep, the Deft James in Consideration thereof promised said
Timothy to pay him on demand the Value of £5 2 0 L M
half in Grain & half in Books — which the Deft James tho requested has never
paid the same but neglects it to the Damage of the Pltff Timothy eight
pounds. The Pltff appears & the Deft tho three times called to come
into Court makes Default of Appearance here. Wherefore it is
considered by the Court that the Pltff Timothy do recover against
the Deft James five pounds two shillings & L M Damages & Costs of
Suit taxed at £1 14 0 2 & thereof &c Execution Sept 26. 1794

Allen vs Hobbins Sept 26 1794

Zebina Montague of Ambersh in the County of Hampshire Gentl Pltff
v. Willis Cope of Pelham in the same County Yeoman Deft
in a Plea of the Case for that the Pltff Willis at Ambersh on December
23d last by his Note for Value rec'd promised Zebina to pay
him or Order £8 10 3 L M on demand with Interest yet said
Willis tho requested has never paid the same but neglects it to
the Damage of said Zebina Eighteen pounds. The Pltff appears
& the Deft tho three times called to come into Court makes Default
of Appearance here. Wherefore it is considered by the Court
that the said Zebina do recover against the Pltff Willis Eight pounds
seven shillings & ten pence L M Damages & Costs of Suit taxed
at £1 10 3 0 & thereof &c, Execution Sept 11. 1794

Montague vs Cope Sept 61 1794

Zebina Montague of Ambersh in the County of Hampshire Gentl Pltff
v. Thomas Dick of Pelham in the same County yeoman Deft in
a Plea of the Case for that the Pltff Thomas at Ambersh on March 5th
last by his Note for Value rec'd promised Zebina to pay him or
Order £12 17 0 L M on demand with Interest yet said Thomas
tho requested has never paid the same but neglects it to the Da
mage of said Zebina Twenty pounds — The Pltff appears & the Deft
tho three times called to come into Court makes Default of Ap
pearance here — Wherefore it is considered by the Court that
the said Zebina do recover against the said Thomas Thirteen
pounds four shillings & nine pence L M Damages & Costs of
Suit taxed at £1 3 0 2 & thereof &c Execution Sept 11. 1794

Zaman vs Dick Sept 62 1794

Daniel Lamb Junr of South Hadley in the County of Hampshire
Gentl Pltff v. Simeon Bardwell of Belchertown in the same Coun
ty yeoman Deft in a Plea of the Case for that the Deft Simeon at
South Hadley on May 1st last by his Note for Value rec'd, pro
mised Daniel to pay him or Order in Sundays £4 2 0 2 L M
with Interest yet the Deft Simeon tho requested has not paid the
same but neglects it to the Damage of said Daniel Seven pounds
The Pltff appears & the Deft tho three times called to come into
Court makes Default of Appearance here. Wherefore it is con
sidered by the Court that said Daniel do recover against the
said Simeon Four pounds three shillings & eleven pence of
lawful Money Damages & Costs of Suit taxed at £1 4 1 and
thereof &c. Execution Sept 13 1794

Lamb vs Bardwell Sep 65. 1794

Warner v. Marsh
Sep 66. 1794

Noadiah Warner of Hadley in the County of Hampshire Gent. Plff Timothy Marsh of the same Hadley Gent. Deft in a Plea of the Case for that s. Timothy at s. Hadley on February 16th 1791 by his Note for Value rec'd promised said Noadiah & one Jonathan Warner then alive but since deceased to pay them or Order £12.0 L.M. on Demand with Interest. Yet s. Timothy has never paid the same but neglects it to the Damage of s. Noadiah twelve pounds. The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that s. Noadiah do recover against s. Timothy Nine pounds four shillings & ten pence L.M. Damages & Costs of Suit taxed at £1.03 and thereof &c.

Execution Sept. 17. 1794

Fulton v. Cooke
Sep 68 1794

Nathaniel Fulton of New Salem in the County of Hampshire husbandman Plff v. Samuel Cooke of the same New Salem Gent. Deft in a Plea of the Case for that s. Samuel at s. New Salem on August 26. 1793 by his Note for Value rec'd promised s. Nathaniel to pay him £8. L.M. on Demand with Interest. Yet s. Samuel tho requested has never paid the same but neglects it to the Damage of s. Nathaniel Nine pounds. The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Nathaniel do recover against the s. Samuel Five pounds four shillings & three pence L.M. Damages & Costs of Suit taxed at £1.4.3 & thereof &c.

Execution Sept. 17. 1794

Rock & al v. Hazzard
Sep 75. 1794

Jesse Rock of Coventry in the State of Connecticut & s. Plff v. Robert Hazzard of Swanzel in the County of Hampshire yeoman Deft in a Plea of Trespass on the Case for that s. Robert at Northampton on April 14th 1785 by his Note for Value rec'd promised the Plff to pay him £16.10.2 L.M. on Demand with Interest. Yet s. Robert tho requested has never paid the same but neglects it to the Damage of s. Jesse Twenty pounds. The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that s. Jesse do recover against the said Robert Five pounds seven shillings & eleven pence L.M. Damages & Costs of Suit taxed at £1.11.11 & thereof &c.

Execution Sept. 17. 1794

Tibbe & al v. Hebard
Sep 77 1794

Isaac Tibbe & Peter Ludlow both of the City & State of New York merch.s Plffs v. Benjamin Hebard of Shelburne in the County of Hampshire merch. Deft in a Plea of the Case for that s. Benjamin on November 17th by his Note for Value rec'd promised the Plffs to pay them or Order £68.3.0 L.M. of the State of New York with Interest of that State. Yet the said Benjamin tho requested has never paid the same but neglects it to the Damage of said Tibbe & Ludlow eighty pounds. The Plffs appear & the said Benjamin tho three times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Isaac & Peter do recover against the s. Benjamin Fifty three pounds nine shillings & Costs of Suit taxed at £1.11.7 & thereof &c.

Execution Sep. 17. 1794

[illegible] v. [illegible] & al
Sep 78 1794

Isaac Tibbe & Peter Ludlow both of the City & State of New York [illegible] v. [illegible] Deft in a Plea of the [illegible] 1789 [illegible] promised on Indorsement to pay [illegible] by his Note for Value [illegible] on January [illegible] Interest [illegible] Yet [illegible] tho requested has never paid the same but neglects it to the Damage [illegible] Costs of Suit [illegible] Plffs [illegible] Court that the said [illegible] do recover [illegible] Plffs [illegible] Costs of Suit [illegible] &c.

to pay him the same accordingly which Thomas the requested has never paid the same but neglects it to the Damage of the Pltff twelve pounds The Pltff appeared and the Defdt tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the Pltff have & recover against the Defdt the sum of Twenty Dollars Damages & Costs of Suit taxed at £1.18.11. & therefor &c

Recovered Sept 17. 1794

Johnsons
vs
Baseth
Sept 29 1794

Christopher Johnson of Hawerstow in the State of Connecticut merchant Pltff vs Abel Baseth of Rowe in the County of Berkshire yeoman Defdt in a Plea of the Case for that the Defdt at Southwick in said County on December 3d 1793 by his Note for Value received promised the Pltff to pay him £8.5.10 & 1 Mo on Demand & the said Defdt the requested has not paid the same but neglects it to the Damage of the Pltff Christopher Twenty pounds — The Pltff appears & the Defdt tho three times called to come into Court makes Default of Appearance here &c, Wherefore it is considered by the Court that the said Christopher do recover against the said Abel Eight pounds fifteen shillings & ten pence lawful money Damage & Costs of Suit taxed at £1.14.7

Recovered Sept 17. 1794 —

Phelps et al
vs
Bush
Sept 22. 1794

Solomon Phelps of Westfield in the County of Hampshire Henry Denning of Weathersfield in the State of Connecticut Henry Dawson Nicholas Theodore Lord & Elisha Lord all of Windsor in the State of Connecticut merchants Pltffs vs Israel Bush of Westfield in the County of Hampshire yeoman Defdt in a Plea of the Case for that the said at Westfield on January 2d last by his Note for Value received promised the Pltffs to pay them or order nine pounds twelve shillings & five pence half penny & 1 Mo on Demand with Interest till paid which said Defdt the requested has not paid the same but neglects it to the Damage of the said Pltffs fifteen pounds — The Pltffs appear & the Defdt tho three times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Pltffs do recover against the said Defdt Ten pounds & two pence of lawful money Damages & Costs of suit taxed at £1.11.8 & therefor &c

Recovered Sept 17. 1794

Lee vs
Tally
Sept 26. 1794

John Lee of Westfield in the County of Hampshire yeoman Pltff vs Richard Tally of Montgomery in the same County Gentleman Defdt in a Plea of Ejectment whereon the said John demands against the said Richard a moiety of thirty five Acres of Land in Common & undivided lying in Montgomery aforesaid in the new location so called with the appurtenances being Lot No 13 bounded North on land said out to the heirs of Capt Jesse Easton on the East said out in the old Township partly & partly on the Land formerly of John Shepard Senr to Wm Hare said out to John Hookstra West on land formerly owned by Samuel Blandchet in length one hundred & sixty rods & in width 45 rods of which said Richard unjustly & without Judgment dispossessed the said John Lee within 30 years now last past & whereon he says that he within said Term of thirty years was seized of the moiety aforesaid with the appurtenances in his Demesne as of fee & taking the profits thereof to the Value of six pounds per the year & into which said Richard hath not entered as aforesaid & therefore said John brings this Suit & good proof that the Entry of the said John of the premises is to the Damage of said John thirty pounds —

The Pltff appears by Joseph Lyman his Atty & the Defdt by his Attorney & Defends the Force & Injury when &c & for Plea says that he not guilty of the Wrong & Disseisin which the Pltff has declared against

him hath alledged & thereof hath prayed Judgment as the Court shall think the Plff reserving to himself Liberty to prosecute the Demurrer & replyed anew for Special cause of the Plea said that the Plea aforesaid & the Matters in the same contained are not sufficient in Law to the Declaration and that he is not bound by law to reply thereto wherefore for want of a sufficient Plea the sd John prays Judgment &c. And the sd Richard consenting to sd Prescription says his plea is sufficient &c

All which being seen & by the Court understood it appears to the Court that the Plea aforesaid of the said Richard by him pleaded & the Matters therein contained are a full & sufficient to the Declaration of the said John and that the said John by his Plea aforesaid ought not to recover Nothing — Therefore it is considered that sd John do by his Plea aforesaid receive Nothing but for his groundless Claim be in Mercy. And it is further considered that the sd Richard do recover against the sd John his Costs taxed at £

Whereupon the sd John by his Attorney aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the fourth Tuesday of September Instant & he recognizes with Sureties for sd John prosecuting his sd Appeal with Effect &c

Witmore Sal vs Ripley Sep 1794

Seth & William Witmore both of Hartford in the State of Connecticut merchants Plffs vs Ebenezer Ripley of Westfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that sd Ebenezer at sd Westfield on April 4. 1793 by his Note for Value received promised the Plffs to pay them order £15.16.6 Lawful on Demand with Interest yet said Ebenezer the requested has not paid the same but neglects it to the Damage of said Plffs Twenty pounds The Plffs appear & the Deft to three Times called to come into Court make Default of appearance here Whereupon it is considered by the Court that the said Seth & William do recover against sd Ebenezer Sixteen pounds four shillings & expence lawful Money Damages & Costs of Suit taxed at £ 1.10.0 & thereof &c

Exon adm Sep 17. 1794

Wright & al vs Wallis Sep 1794

James Wright & John Stoddard both of Northampton in the County of Hampshire merchants Plffs vs Daniel Wallis late of Northampton aforesaid Gentleman Deft in a Plea of the Case for that sd Wallis on August 2d 1791 was justly indebted to sd Wright & Stoddard in the sum of fifty five pounds eleven shillings lawful money for divers Goods &c sold & delivered to sd Wallis at his request in Consideration thereof the sd Wallis promised the sd Wright & Stoddard the same sum whenever after he should be thereto requested — Yet the sd Wallis the requested has never paid the same but neglects it to the Damage of the sd Wright & Stoddard Twenty pounds The Plffs appear & the Deft to three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the sd Wright & Stoddard do recover against the sd Wallis Eighteen pounds two shillings & four pence Lawful Damages & Costs of Suit taxed at £0.18.7 & thereof &c

Exon adm Sep 17. 1794

Daniel Wright & James Stoddard both of Northampton in the County of Hampshire merchants Plffs vs Eza Phillips of Southwick in the same County yeoman Deft in a Plea of the Case for that sd Eza on May 24th last was justly indebted to the Plffs in the sum of twenty three pounds thirteen shillings & nine pence lawful Money for Goods by them sold and delivered said Eza by sd Wright & Stoddard at his request & in Consideration

Wright & al vs Phillips Sep 1794

thereof the sd Ezra promised sd Wright & Stoddard to pay them the same sum when he should be thereto requested — yet sd Ezra the requested has not paid the same but neglects it to the Damage of sd Wright & Stoddard Twelve pounds — The Plffs appeared & the Defts to three Times called to come into Court neither Defaulted of Appearance here Wherefore it is considered by the Court that sd Wright & Stoddard do recover against the said Ezra Nine pounds thirteen shillings & two pence of lawful money Damages & Costs of Suit taxed at £ 1 1s 0d & thereof &c — Exd sp Sept 17. 1794

Converse vs Vinton Sep 94. 1794

James Converse of New Concord in the State of New York Freeman Plff vs Abraham Vinton & Nathaniel Vinton both of Chesterfield in the County of Hampshire Yeomen Defts in a Plea of the Case for that sd Abraham & Nathaniel at Goshen in the County of Hampshire on July 3d last by their Note for Value recd promised one Texas Clark to pay him or Order One hundred & ten pounds & Nd ab or before May 1st then next with Interest — and afterwards on the same Day sd Texas by his Indorsement on the same Note order d the Contents thereof to be paid the sd James for Value recd, whereof sd Defts had Notice & in Consideration thereof promised sd James to pay him the same accordingly — yet the sd Defts the requested have never paid the same but neglect it to the Damage of the sd James One hundred & twenty pounds — The Plff appears & the sd Abraham & Nathaniel the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said James do recover against the said Abraham & Nathaniel Forty pounds four shillings & ten pence & Nd Damages & Costs of Suit taxed at £ 3 1s 2d & thereof &c — Execn sp Sept 18. 1794

Adams vs Buckman Sep 95. 1794

Thomas Adams of Marlborough in the State of Vermont Yeoman Plff vs Reuben Buckman of New Marlborough in the County of Berkshire Physician Deft in a Plea of the Case for that sd Reuben at Leverett in the County of Hampshire on October 14th 1783 by his Note for Value recd promised sd Thomas to pay him or Order Five pounds five shillings in Lumber or two Thousand of good merchantable clear Boards & the remainder in 15 Inch Shingles — yet the said Reuben the requested has never paid the said Thomas the same but neglects it to the Damage of sd Thomas Ten pounds — The Plff appears by Saml Hinckley Esqr his Attr & the Deft by Jonn E Porter Esqr his Attr comes and defends the Force & Injury when &c & says he never promised the Plff in Manner & Form as he in his Declaration has alledged against him & of this he puts himself on the Country and the Plff likewise — and for further Plea in this behalf he the sd Reuben by Leave of the Court says sd Thomas ought not to have & maintain his Action against him sd Reuben because he says that within six years from this Time sd Thomas sued out his original Writ & the same was served on him the sd Reuben he the sd Reuben did not promise in Manner & Form as in him alledged & this he is ready to verify Wherefore he prays Judgment whether sd Thomas ought to have & maintain his sd Action against him sd

said Reuben — And the Pl. Thomas says that the Note declared of at the Time of making the same was attested by one Witness & that the Plea aforesaid by him pleaded & the Matters therein contained is an insufficient Answer to the Defts Declaration & that Pl. Thomas is under no Nuptiality nor is he bound by the Law of the Land to answer thereto & this he is ready to verify whereupon for want of a sufficient Plea Pl. Thomas prays Judgment & that his Damages & Cost may be adjudged to him — And Defendant Reuben says the Plea aforesaid & the Matters therein contained are ~~in~~ sufficient in Law & as said Thomas has made no Answer thereto or in any Way denied the Same he prays Judgment for his Costs — Whereupon a Jury at this Term returned & impannelled being now sworn to try the Issue now joined on the first Plea, declare upon their Oath that they find the Deft promised in Manner & Form as set forth in the Declaration & assess Damages for the Pltff besides Costs twelve shillings & one penny — And the Court having considered the 2d Plea above pleaded, it appears the the Pl. Plea of the Pl. Reuben by him pleaded is insufficient in Law to barr Pl. Thomas from having & maintaining his Pl. Action — Therefore it is considered by the Court that the Pltff Thomas do recover against Defendant Reuben Eight pounds twelve shillings & one penny Lawful Damages & Costs of Suit taxed at £ 6 18 5 & thereof &c

Exon ipsd. Sept. 13. 1794

Jesse Dickinson of Gloucester in the County of Hampshire Yeoman & Samuel Dickinson 2d of Hatfield in the same County Yeoman — Parties in a Rule of Reference by them entered into and acknowledged according to the Statute in such Case made & provided The said Parties appear & the Referees by them chosen now & at this Court have awarded That Pl. John Dickinson on the Record do recover against Pl. Samuel Dickinson the Sum of Twenty seven pounds eleven shillings & nine pence lawful Damages & Costs of Reference being £ 4 6 6 & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that Pl. John do recover against the Pl. Samuel Twenty seven pounds eleven shillings & nine pence of lawful money Damages & Costs of Court to be taxed at £ 2 [illegible]

Exon ipsd Sept 15th 1794

Levi Shepard of Northampton in the County of Hampshire Esq. Pltff v. Eleazer Strong of the same Northampton Carpenter Deft — a Plea of the Case for that Pl. Eleazer at Northampton on December 28th last by his Note for Value received promised Pl. Levi to pay him or order £ 7 18 5 & £ 1 Mo on Demand with Interest Deft Eleazer the requested Defendant said the same but neglects it so to do to the Damage of the Pl. Levi Ten pounds — The Deft appears & the Pltff the Time called to come into Court makes default of him — Whereupon it is considered by the Court that the Pl. Levi do recover against the said Eleazer Eight pounds Ten shillings & two pence £ 1 Mo Damages & Costs of Suit taxed at £ 6 18 9 & thereof &c

Exon ipsd Sept. 15. 1794

Dickinson v. Dickinson Sept 90 1784

Shepard v. Strong. Sept 90 1784

Nathan Pepp of Hatfield in the County of Hampshire yeoman Plff
vs. William Pitts of Hatfield aforesaid yeoman Deft in Plea that the
said Defendant William at Hatfield on ye 26 day of October AD 1794
for a value received promised the Plaintiff to pay him or his order
£5,3,8 Lawful money on Demand with lawful Interest for the same
to be computed from ye day aforesaid the same being the Price of
Damage of said Nathan's oxen found & the Plff after
Pitts & Nathan
Pepp
Ex. Feb. 15. 1794

Demand & the Deft tho three Times called to come into Court now
Defaulted of Appearance here. Wherefore it is considered by the Court
that the said Nathan do recover against the said William Pitts Pounds
five shillings & six pence Lawful Damages & Costs of Suit taxed
at £1-0-11 & thereof &c

Levi Shepherd of Northampton in the County of Hampshire yeoman
Plff vs. Elishim Shellogg & Joseph Shellogg Junr both of South Had
ley in the same County yeomen Defts in a Plea of Trespass
for that the said Elishim & Joseph on July 31st last with Force & Arms
broke & entered the Close of the said Levi in South Hadley near the
Mouth of Batchelors Brook bounded as follows beginning
at the North west Corner of Land lately owned by John Veit &
South 5° 30' West 33 rods thence East 26° S. 30 rods thence East
23° S. 45 rods, thence North 5° 30' E. 29 rods thence West 33° S.
75 rods to the first mentioned Boundary & the Grass growing
there to the Value of twenty pounds ~~land~~ dover commited with
their Feet in walking & by driving over the same divers Carts
& Oxen & also other Grass of the Value of twenty pounds of the
said Levi there growing cut down & carried away & converted
& disposed of the same to their own Use & did other Injuries
to the said Levi against the Peace of the Commonwealth & to the Da
mage of said Levi Twenty pounds — The Plff appears by
Samuel Hinckley Esq his Atty — and the said Elishim by Simeon
Strong Esq his Atty comes & reserving Liberty to plead a new
Plea at the Supreme Court says he never promised in Man
ner as the Plff hath alleged against him — and the said Levi
agreeing to said Reservation says the plea aforesaid of the said
Elishim is an insufficient answer to the Declaration of
the said Levi & for Want of a sufficient Plea in that behalf
the said Levi prays Judgment for his Damages & Costs — and
the said Elishim says his plea is sufficient — Whereupon
on all & singular the premises being seen & understood it ap
pears to the Court that the Plea aforesaid of the said Elishim
is an insufficient answer to the Declaration of the said Levi and
ought not to preclude him from having & maintaining his
said Action — Therefore it is considered by the Court that said Levi
do recover against said Elishim Twenty pounds Lawful Damages
& Costs of Suit taxed at £1-13-3 — Whereupon the said Elishim now
here in Court in his own Person appeals from the Judgment of this Court
to the Supreme Judicial Court to be holden at Northampton within and for the
fourth Tuesday of September Instant & he recognizes with Sureties for his
prosecuting his said Appeal with Effect &c —

Shepherd vs
Shellogg et al
Ex. Feb 100 1794

King vs Bridges
Ex. 102 1794

John King of Northampton in the County of Hampshire Gent. Pltff vs Ebenezer Fenno of Williamsburgh in the same County yeoman Deftdt in a Plea of the Case for that Pltff at Northampton on November 15. last by his Note for Value rec'd promised Deftdt to pay him Eight pounds 7/5 L.M. on Demand with Interest yet Deftdt tho requested has not paid the same but neglects & refuses to the Damage of Pltff Ten pounds — The Pltff appears & the Deftdt tho three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that Pltff do recover against Deftdt Eight pounds Fifteen shillings & seven pence L.M. Damages & Costs of Suit taxed at £ 1 0 0 3 & thereof &c.

Execution Sept. 15. 1794

Clap vs Johnson
Ex. 104. 1794

Joseph Clap Junr. of Easthampton in the County of Hampshire Trader Pltff vs Thomas Johnson of the same Easthampton yeoman Deftdt in a Plea of the Case for that Pltff at Easthampton on December 25th last by his Note for Value rec'd promised Pltff to pay him £ the 14s 3 L.M. on Demand with Interest yet Deftdt tho requested has never paid the same but neglects & refuses to the Damage of Pltff Fifteen pounds — The Pltff appears & the Deftdt tho three times called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the Pltff do recover against the Deftdt Thomas Twelve pounds Ten shillings & Ten pence L.M. Damages & Costs of Suit taxed at £ 1 0 0 11 & thereof &c.

Execution Sept. 15. 1794

Proprietors of Locks & Canals vs Rockwood et al
Ex. 105. 1794

The Proprietors of Locks & Canals on Connecticut River in the County of Hampshire Pltffs vs Ebenezer Rockwood of Conway Yeoman Abiathar Miller of Chesterfield Yeoman & Stephen Tyler of Williamsburgh husbandman all in the County aforesaid Deftdts in a Plea of Covenant broken for that whereas by certain Articles of Agreement made at Northampton on July 6th 1793 between the Pltffs Proprietors of the one part & the Deftdts Ebenezer Abiathar & Stephen of the other writing That whereas Deftdts Ebenezer Abiathar & Stephen had contracted & agreed with the Proprietors aforesaid to do or cause to be done the following Labour viz would dig & remove all the Earth & Stones out of the Canal on the Hill above Lambs Saw mill beginning at a Hollow the West side of said Hill & at the End of the Canal where cuts down to the Level & from thence to go thro said Hill down level that is to say the Level of the Bottom of the Canal & in width twenty three feet the Stone that can fit for wall were to be laid on the side of the Hill below said Cut near Lambs Mill no part of the gravel to be laid below the End of said Pitts & Lambs Mill & the whole to be done by October 1st then next, for & in Consideration whereof the said Proprietors covenanted & agreed to & with said Deftdts to pay them one hundred pounds & to support a reasonable Number of Hands to perform said Labour — And said Proprietors in fact say they were always ready to perform their part of the Covenant aforesaid yet the said Deftdts not regarding their said Contract & agreement tho often requested have not performed the same but neglect & refuse to do it to the damage of said Proprietors One hundred pounds — The Pltffs appear & the Deftdts tho three times called to come into Court make default of appearance here Whereupon it is considered by the Court that the Pltffs recover against the Deftdts Ebenezer Abiathar & Stephen Eight pounds two shillings & Sixpence L.M. Damages & Costs of Suit taxed at £ 2 0 0 [illegible] & thereof &c.

Execution Sept. 15 1794

Joseph Clap Junr of Easthampton in the County of Hampshire yeoman Plff vs Samuel Fairman of Norwich in the same County yeoman Deft in a Plea of Trespass on the Case for that s.d Samuel at said Easthampton on June 16th last by his Note for Value rec.d promised s.d Joseph to pay him or Order 29-5-3 Lawf.l on Demand with Interest yet s.d Samuel tho requested has not paid the same but neglect it to the Damage of s.d Joseph twelve pounds

Clap vs Fairman Sept 10th 1794

The Plff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s.d Joseph do recover against the s.d Samuel Nine pounds eight Shillings & one penny Law.l Damages & Costs of Suit taxed at £1-2-12 & thereof &c

Execution s.d Sept.r 15. 1794

Levi Shepard of Northampton in the County of Hampshire Esqr Plff vs Josephus Lee & Nathaniel Lee both late of s.d Berkshire in the County of Berkshire yeomen Defts in a Plea of the Case for that the s.d Josephus & Nathaniel at s.d Northampton on September 28th 1792 by their Note for Value rec.d promised s.d Levi to pay him or Order £5-9-1 Law.l on Demand with Interest also for that s.d Defts by their other Note for Value rec.d promised the Plff to pay him or Order Thirty Seven Shillings on Demand with Interest yet s.d Defts tho requested have not paid the same but neglect it to the Damage of s.d Levi Ten pounds

Shepard vs Lee & al Sept 10 1794

The Plff appears & the Defts tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s.d Levi do recover against the s.d Josephus & Nathaniel Eight pounds three Shillings & one penny Law.l Damages & Costs of Suit taxed at £1-5-3 & thereof &c

Execution s.d Sept.r 15 1794

Reuben Sexton of Williamsburgh in the County of Hampshire Walter Plff vs Perez Chapin Physician & Elijah Chapin yeoman alias Gent.n both of Granby in the same County Defts in a Plea of the Case for that s.d Defts on October 18th last by their Note for Value rec.d jointly & severally promised the s.d Plff to pay him or Order Fifteen pounds Law.l by March 1st then next yet s.d Defts tho requested have never paid the same but neglect it to the Damage of s.d Reuben Seventy pounds The Plff appears & the Defts tho three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the s.d Reuben do recover against the s.d Perez & Elijah Fifteen pounds fifteen Shillings & six pence Law.l Damages & Costs of Suit taxed at £1-4-11 & thereof &c

Sexton vs Chapin Sept 10th 1794

Execution s.d Sept.r 15. 1794.

Ambly Stewart Innes Converse Adm.r on the Estate of Daniel Sanford late of Norwich in the County of Hampshire deceased Petr for Sale

Sanford Adm.r Petr for Sale Sept 13. 1794

that the Debts due from said Estate amount to £109-6-0 that the whole of the Real & personal Estate was inventoried at £60-2-4

He therefore prays leave to sell the whole of the Real Estate of s.d Deceased at Vendue for the payment of the Debts aforesaid & Charges. Which said Petition being read together with a Certificate from the Register of Probate of Wills &c for s.d County confirming the Allowance thereon made

Whereupon it is considered by the Court that the Administrators be & he hereby is authorized to make Sale of all the Real Estate of the Deceased Samuel Sanford deceased, for the purpose of paying the Debts due from said Estate he first having given Bonds as the law in such Case directs, & advertising said Sale in the Federal Spy for three Weeks previous thereto.

Solomon Clap Adm. & Ptr for Sale
Ex. Sept. 1794

Humbly shew — Isabel Clap & Hannah Clap both of Northampton in the County of Hampshire Administrators on the Estate of Solomon Clap late of said Northampton dec'd that the Debts due from said Estate and their amount allowed for selling said Estate exceed the personal Estate the sum of £57.17.1½ that the Real Estate of said Deceased is appraised at £66.15.0 & it would be inconvenient & expensive to the heirs of said Deceased to have the overplus of the Real Estate after selling sufficient to pay the Debts & Charges divided amongst them — They therefore pray they may be licensed to sell the whole of said Real Estate at Vendue for the Benefit of the Creditors & Heirs — Which said Petition being read together with a Certificate of the Judge of Probate of Wills &c for said County, certifying the facts therein stated are true, & that in his Opinion it is expedient the whole of said Real Estate should be sold &c —

It is thereupon considered by the Court that the Administrators aforesaid be and they hereby are empowered to make Sale of all the Real Estate of the said Solomon Clap dec'd, for the purposes stated in their Petition they first giving such Bonds as the Law requires, & advertising the proposed Sale in the Hampshire Gazette for three Weeks previous to said Sale

Salisbury &c
v.
Brown.
Sep 115 1794

Samuel Salisbury Jun & Stephen Higginson both of Boston in the County of Suffolk Merch.ts Plff in Trad Brown of Southampton in the County of Hampshire Trader Deft in a Plea of the Case for that said Brown at said Boston viz at Northampton on April 10th 1793 by his Note in Writing under his hand of that Date for Value rec'd promised the Plffs to pay them or their Order Eighty pounds fourteen shillings & one penny lawful Money on Demand with the Interest in three months from the Date of said Note. Yet said Brown the often thereto requested hath never paid the Contents of said Note but neglects it to the Damage of said Plffs One hundred & fifty pounds — The Plffs appear by John Taylor Esq. their Atty and the Deft by Samuel Hinckley Esq his Atty comes & defends the Force & Injury when &c & for Plea says he never promised in Manner & Form as the Plffs in their Declaration have alledged against him & thereof puts himself on the Country — And the Plffs likewise — Thereupon the Time & Place of trying the Issue are fixed as the Law requires, being now sworn to try the Issue joined between the Parties that the Jurors find the Deft did not promise in Manner & Form as the Plffs in their Declaration have alledged — Since thereupon it is considered by the Court that said Trad do recover against the said Plffs his Costs taxed at £ 3.5.10 — Whereupon the Plffs by their Atty aforesaid appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the fourth Tuesday of October Instant & he recognizes with Sureties as the Law directs for said Samuel & Stephen to prosecute their said Appeal with Effect &c

Ely Granger of Southfield in the State of Connecticut Trader Plff
against Brown of Easthampton in the County of Hampshire Trader Granger
Deft in a Plea of the Case for that Sd Brown on February 13th 1794 vs Brown
by his Note for Value rec'd promised Sd Granger to pay him or his Sept 1794
pounds thirteen shillings & five pence Lawful money in Corn 1st after
next with Interest from Same Td where Deft Sd Brown has
often thereto requested hath not paid the same but neglects it
to the Damage of Sd Ely Ten pounds — The Plff appears &
the Deft tho three times called to come into Court makes Default of
Appearance Wherefore it is considered by the Court that the
said Ely do recover against the Sd Brown Six pounds eighteen
shillings & one penny Lawful Damages & Costs of Suit taxed at
£ 1.10.7 & thereof &c — Exon Sept 18. 1794

Marsena Munn of Monson in the County of Hampshire Munn vs
Husbandman Plff vs Nathan Foye Farmer & Jason Foye Husbandman Foye
both of Southerland in the County of Hampshire Sept 20. 1794
Debt in a Plea of the Case for that Sd Nathan & Jason at Sd
Monson on December 18th last by their Note for Value rec'd
promised Sd Marsena to pay him or Order Four
Dollars Money on January 18th then next with Interest also for that
Sd Nathan & Jason on December 19. last by their Note for Value
rec'd promised Sd Marsena to pay him or Order Four
Dollars ten shillings Lawful worth in neat Stock by Same
Td then next with Interest — Yet Sd Nathan the requested has
not paid the Same but neglects it to the Damage of Sd Marsena
Fourteen pounds — The Plff appears & the Defts tho three
times called to come into Court make Default of Appearance
Wherefore it is considered by the Court that the Sd Mar
sena do recover against the Sd Nathan & Jason Six pounds
one shilling & five pence & all Damages & Costs of Suit taxed
at £1.10.1 & thereof &c — Exon Sept 22d 1794

Humbly shews Seth Wilson of Palmer in the County of Wilson vs
Hampshire that at the Justices Court holden before Joseph Shaw
Browning Esq. Justice Pacis on July 8th last he recovered Judg
ment against Moses Shaw of Sd Palmer for £1.0.11 & Costs Sept 24 1794
taxed at £1.14.0 from which Judgment Sd Moses appealed
to this Court & recognized to prosecute the Same but has failed
so to do He therefore prays Affirmation of Sd Judgment with
additional Damages & Costs — Whereupon it is considered by the
Court that the said Seth do recover against the said Moses Six
pounds one shilling & two pence Lawful Damages & Costs of Suit
taxed at £2.5.5 & thereof &c — Exon Sept 22d 1794

Darius Munger of South Brimfield in the County of Hampshire Munger vs
Gentn Plff vs Samuel Munger Yeom of the same South Brimfield Munger
Husbandman Deft in a Plea of Debt for that Sd Darius by the Sept 25. 1794
Consideration of the Justices of the Court of Common Pleas for
the County of Hampshire on the third Tuesday of September
1792 recovered Judgment against Sd Samuel for the Sum of
£5.15.4 Lawful Damages & Costs of Suit taxed at £3.3.10
which Judgment still remains in full Force & the Sd Darius
hath sued out Execution on Sd Judgment upon the same is
but part satisfied it rests for the Sum of £3.11.0 & the
remainder thereof he refuses to pay — Wherefore Action accrues
to Sd Darius to demand & have of the Sd Samuel £5. 8. 2 & the
Interest & if for Costs of Execution Yet Sd Samuel the requested
has paid but £3.14.0 part thereof & Sd remainder he refuses to pay to

the Damage of the Pltff Ten pounds — The Pltff appears & the Deft
the three Times called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the Pltff Darius do recover
against the Deft Samuel Six pounds one shilling & two pence Lawful Debt
& Costs Taxed at £ 1.1.6 & Execution &c Execution iss. Sept. 22 1794

Scott vs Hodges
Sept. 26. 1794

Calvin Scott of Palmer in the County of Hamp. is the Plaintiff Physician David Hodges of South Brimfield in the same County Defendant Deft in a Plea of the Case for that Pltff David with John Hodges late of Palmer on April 18th 1793 by his Note promised one William Scott to pay him or Order Seven pounds four shillings & seven pence Lawful on Demand with Interest — And Pltff William afterwards on the same Day by his Indorsement on said Note for Value rec'd ordered the Contents of the same Note to be paid to the Pltff whereof Pltff David had Notice & in Consideration thereof promised the Pltff to pay him the same accordingly yet Pltff David the requested has never paid the same but neglects & refuses to the Damage of said Calvin Twelve pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here — Therefore it is considered by the Court that the Pltff Calvin do recover against the Deft David Seven pounds sixteen shillings & ten pence Lawful Damages & Costs of Suit taxed at £ 1.10.7 & Execution &c — Execution iss. Sept. 22d 1795

Morgan Ex vs Scott
Sept 28. 1794

Abner Morgan of Brimfield in the County of Hampshire Esqr Pltff vs William Scott late of Palmer in the County of Hampshire Esqr Deft in a Plea of the Case for that Pltff William at Palmer on August 19th last by his Note for Value rec'd promised said Abner to pay him four pounds sixteen shillings & 10 on Demand with Interest Yet Pltff William the requested has not paid the same but neglects & refuses to the Damage of Pltff Abner Ten pounds — The Pltff appears in Court & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Pltff Abner do recover against said William Five pounds two shillings & one penny & 10 Damages & Costs of Suit taxed at £ 1.10.7 & Execution &c Execution iss. Sept 22 1794

Parker vs Brooks
Sept 30. 1794

James Parker of New Salem in the County of Hampshire Blacksmith Pltff by Brooks of the same New Salem Husbandman Deft in a Plea of the Case for that Pltff Henry at Hardwick on November 6th 1792 by his Note for Value rec'd promised the Pltff to pay him or Order [illegible] Yet said Pltff Henry the requested has never paid the same but neglects & refuses to the Damage of Pltff James Nine pounds — The Pltff appears & the Deft the three Times called to come into Court makes Default of Appearance here Court — Therefore it is considered by the Court that Pltff James do recover against said Pltff Henry Four pounds fourteen shillings & [illegible] Lawful Damages & Costs of Suit taxed at £ [illegible] & Execution &c Execution iss. Sept [illegible]

Thomas Robinson of Hadwick in the County of Cornwall Yeom^n
Pltff v. Jonathan B. Rawson of Hadwick Farmer & Joseph H.
Williams of Orange Blacksmith in the County of Hampshire defts
in a Plea of the Case for that s^d Rawson & Williams at Northampton
aforesaid on November 2^d 1789 by their Note for Value rec^d
promised the Pltff to pay him or Order Eleven pounds one shilling and
nine pence Lawful Money on demand with Interest & Cost of
Suit & Leather by December 25. last with Interest s^d Rawson & Williams
the requested have never paid the same but neglect it to the
Damage of s^d Thomas Seventy pounds &c. The Pltff appears & the
Defts the three times called to come into Court make Default
of Appearance here Whereupon it is considered by the Court that
the s^d Thomas do recover against the s^d Jonathan & Joseph Fourteen
pounds five shillings & nine pence & Ten^d Damages & Cost of
Suit taxed at £ 15. 1. 5 & thereof &c Execution Sept 11. 1794

Robinson v. Rawson
Sep^t 132 1794

Stephen Spencer of Warwick in the County of Hampshire Yeoman
Pltff v. Elisha Dexter of Northfield in the same County
Yeoman Defdt in a Plea of the Case for that in the Defendants
Cov on File &c Neither Party appearing in Court the
Case is dismissed

Spencer v. Dexter
Sep 132 1794

John Barrett of Northfield in the County of Hampshire Attorney
Pltff v. John Clark of Greenfield in the same County
Gentleman Defdt in a Plea of the Case for that s^d John at said
Northfield on August 31st 1793 by his Note for Value rec^d
promised the Pltff to pay him or Order £6. 0. 0 Lawful Money on
Demand with Interest which s^d John the requested has not
paid the same but neglects it to the Damage of s^d John Twelve
pounds — The s^d Pltff appears & the Defdt the three times called
to come into Court makes Default of Appearance here Whereupon
it is considered by the Court that the s^d John do recover six
pounds seven shillings & ten pence &c Damages & Costs of
Suit taxed at £3 1s 10d &c thereof &c Execution Sept 11. 1794

Barrett v. Clark
Sep^t 134. 1794

John Barrett of Northfield in the County of Hampshire Attorney
Pltff v. William Shimpland late of Bernardston in the same County
Yeoman Defdt in a Plea of the Case for that s^d William at
Northfield aforesaid on September 6th 1793 by his Note
for Value rec^d promised the Pltff to pay him or Order
£4. 18. 11 Lawful Money on Demand with Interest which s^d William
the requested has never paid the same to the Damage of said
John Eight pounds The Pltff appears in Court & the Defdt
the three times called to come into Court makes Default of
Appearance here Whereupon it is considered by the Court
that the said John do recover against the s^d William
five pounds Eight pence Lawful Money Damages & Costs of Suit
taxed at £1. 9. 11 & thereof &c Execution Sept 11. 1794

Barrett v. Shimpland
Sep 135. 1794

Zachariah Field of Deerfield in the County of Hampshire Yeoman
v. Thomas Warner of Buckland in the same County Yeoman
Defdt in a Plea of the Case for that s^d Thomas at said Field aforesaid
on June 19th 1794 by his Note for Value rec^d promised the Pltff
to pay him or Order £15. 1. 5 Lawful Money on demand
which s^d Thomas the requested has not paid the same but neg
lects it to the Damage of s^d Field Twenty five pounds
The Pltff appears in Court & the Defdt the three times called to come
into Court doth make Default thereof Whereupon it is considered
by the Court that the said Zachariah do recover against the s^d Thomas
Fifteen pounds five shillings & nine pence Lawful Money Damages & Costs
taxed at £ 5. 11 & thereof &c Execution Sept 16. 1794

Field v. Warner
Sep 140 1794

Merrill
v
Parsons
Sept 142 1794

Jesse Merrill of Rowe Field in the County of Worcester Esq. Pltff in Edward Parsons of Belchertown in the County of Hampshire Yeoman Deft in a Plea of the Case for that the said Parsons at Worthington aforesaid on the 21st day of May 1791 in his Note for Value received promised the Pltff to deliver him on or before May 31st then next ensuing 2 S. of Good in merchantable Tow at Cambridge with Interest also for that the said Parsons on May 21st 1794 by his Note for Value received promised the Pltff to pay him or Order 16 2 £ Lawful on Demand with Interest yet the said Edward tho requested has never paid the Contents of said Notes but neglects it to the Damage of said Pltff Fifteen pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Pltff do recover against said Edward Ten pounds sixteen Shillings & six pence L. Lawful Damages & Costs of Suit taxed at £ 12.8

Exon if Sept 24. 1794

M Farland
v
Allen
Sept 142 1794

Ephraim M Farland of Charlemont in the County of Hampshire Blacksmith Pltff v. Silas Allen of Heath in the same County Carpenter Deft in a Plea of the Case for that Silas at Northampton aforesaid on August 8th 1794 being justly indebted to the Pltff in the sum of £ 6.11.9 L. Lawful according to the Schedule annexed to the Writ in Consideration whereof the said Silas promised the Pltff to pay him the same when on Demand — yet said Silas tho requested has not paid the same but neglects it to the Damage of the said Ephraim Twelve pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Ephraim do recover against the said Silas Six pounds eleven Shillings & nine pence L. Lawful Damages & Costs of Suit taxed at £ 1.12.11 & thereof &c Exon if Sept. 16. 1794

Paine
v
Warner
Sept. 143. 1794

Elijah Paine of Ashfield in the County of Hampshire Gent. Pltff v. Thomas Warner of Buckland in the County aforesd Gent. Deft in a Plea of the Case for that said Thomas at Northampton aforesd on August 14. 1794 by his Note for Value rec. promised the Pltff to pay him or Order £ 4.10.0 L. Lawful & the Interest on Demand yet said Thomas tho requested has never paid the same but neglects it to the Damage of said Elijah Ten pounds — The Pltff appears in Court & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Elijah do recover against said Thomas Four pounds ten Shillings and five pence L. Lawful Damages & Costs of Court taxed at £ 2.2.7 & thereof &c

Exon if Sept. 16. 1794

[illegible]
v
[illegible]
Sept 145. 1794

Jesse Merrill of Ashfield in the County of Hampshire Gent. Pltff v. Amos [illegible] of Buckland in the County aforesd Yeoman Deft in a Plea of the Case for that said Amos at Buckland aforesaid on July 19th last had received of said Jesse one [illegible] Cow one [illegible] Cow one [illegible] Cow one [illegible] Steer one [illegible] Calf one [illegible] one saddle the value of [illegible] Northampton aforesaid said Amos then & there promised said Jesse to deliver him the said Articles on July 25th then next ensuing & pay [illegible] Lawful [illegible] tho requested has never paid the same but neglects it to the Damage of said Jesse 15 — The Deft tho three Times called to come into Court makes Default of Appearance in Court — Therefore it is considered by the Court that the said Jesse do recover against said Amos [illegible] Lawful Damages & Costs of Suit taxed at £ 1.0.7 & thereof &c

Exon if Sept 16 1794

Ethan Billings of Corinth in the County of Hampshire Husbandman Pltff
vs. Abner Packard of the same Township Defendant Defendant in a Plea
of the Case for that the said Abner Packard on December
[illegible] last by his Note for Value rec'd promised the Pltff to pay him
or Order £4.15.2 on Demand yet the said Abner tho requested the
same has not paid such neglect is to the Damage of said Pltff
eighty pounds — The Pltff appears & the Deft tho three times called
to come into Court makes Default of Appearance here — Wherefore
it is considered by the Court that the said Pltff do recover against
the said Abner Four pounds nine shillings & six pence
Lawful Damages & Costs of Suit taxed at [illegible] & thereof &c —
Execution issued Sept. 10. 1794

Billings vs Packard Sept 10. 1794

Daniel Curtis of Park in the County of Orange & State of Vermont
Husbandman Pltff vs Isaac Channey of Hawley in the County
of Hampshire Yeoman Deft in a Plea of the Case for that
the Deft Isaac at Hawley aforesd on March 20 1792 by his Note for
Value rec'd promised the Pltff to pay him or order £4.8.8
& the Interest within two years — yet the said Isaac tho requested
has not paid the same but neglects so to the Damage of said
Daniel Eighty pounds — The Pltff appears & the Deft tho
three times called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that
said Daniel do recover against said Isaac Five pounds one
shilling & nine pence Lawful Damages & Costs of Suit taxed at £ [illegible] & thereof &c — Execution issued Sept. 16. 1794 —

Curtis vs Channey Sept 16. 1794

Seth Ludlow & Isaac Chibbe both of the City County & State of New York merchts Pltffs vs Joel Whitney of Deerfield in the County of
Hampshire & Benjamin Otis & Timothy Dwelley both of Newmarlborough in the County of Windham & State of Vermont merchts
Defts in a Plea of Debt for that said Chibbe & Ludlow at the Monday
next preceding the first Tuesday of June last past by the Consideration of the Judges of the County Court then holden at
Newfane in the County of Windham & State of Vermont
recovered Judgment against the said Deft Benjamin and
Timothy for the sum of Two hundred pounds Lawful
money & three pence Debt or Damages & Three pounds twelve
shillings & seven pence Costs of Suit which Judgment remains in force & unsatisfied in part one for the sum of
One hundred & fifty three pounds fifteen shillings & seven
pence whereby action hath accrued to the Pltffs to have & receive
of said Joel Benjamin & Timothy the sum of £153.15.7.
with 1/6 more for a Writ of Error — yet the have neither
paid the same but neglected so to the Damage of said Pltffs Five
hundred pounds — The Pltffs appear & the Defts tho three times
called to come into Court make Default of Appearance here
Wherefore it is considered by the Court that the said Pltffs do recover
against the said Joel Whitney [illegible]
of the Debt aforesaid [illegible]

Seth Ludlow & al vs Whitney & al Sept 15. 1794

and Costs of Suit taxed at £ & thereof —

Palmer
Rose
Sept 160 1794

Timothy Palmer of Suffield in the State of Connecticut yeoman Plff vs. Daniel Rose of Granville in the County of Hampshire yeoman Deft. in a Plea of Debt for that s^d Timothy at a Justices Court holden before Moses Bliss Esqr Vest^d Pac^e on October 29 1792 he recovered Judgment against s^d Daniel for £3.15.10 Damages & 16/4 Costs of Suit whereof s^d Daniel is convicted which said Judgment remains unsatisfied & in full Force whereby Action hath accrued to the Plff to have & recover s^d Sums of Debt said Daniel tho requested has never paid the same but neglects & refuses to the Damage of said Timothy Ten pounds — The Plff appears & the Deft tho three times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Timothy do recover against the s^d Daniel Seven pounds three shillings & eight pence Damages & Costs of Suit taxed at £ 1.12.7 & Execution &c

Execution iss^d Decr 13. 1794

Fay vs
Rice
Sept 162 1794

Israel Fay of Monson in the County of Hampshire husbandman Plff vs Aaron Rice of Charlemont in the same County husbandman Deft in a Plea of the Case for that the said Aaron at Charlemont aforesaid on October 11 last by his Note for value rec^d promised the Plff to pay him £13.9.0 on or before January 15th then next with Interest yet s^d Aaron tho requested has not paid the same but neglects & refuses to the Damage of s^d Israel Twenty pounds —
The Plff appears & the Deft tho three times called to come into Court makes default of appearance here Wherefore it is considered by the Court that said Israel do recover against the s^d Aaron Fourteen pounds seven shillings & eight pence Damages & Costs of Suit taxed at £ 1.12.4 & Execution &c

Execution iss^d Septr 5. 1794

Pratt Appt
Dickinson
Sept 163 1794

Mathew Pratt of Sulisbury in the County of Hampshire yeoman Appellee vs. Ebenezer Dickinson of Pittsfield in the County aforesaid Appellee from the Judgment of Oliver Powers Esqr Just^e Pac^e in which Case s^d Mathew was Plff & s^d Ebenezer was Deft — and now the Appellants being three times called to come into Court & Nonsuit the Appellee appears in Court & moves for his Costs — and it is considered by the Court that s^d Ebenezer do recover against s^d Mathew his Costs taxed at £ 1.12 & Execution &c

Execution iss^d Septr 11. 1794

Lawton vs
McDougle
Sept 164 1794

Clark Lawton of Southampton in the County of Hampshire Plff vs Daniel McDougal of Worthington in the same County laborer Deft in a Plea of the Case for the Defendant on Trial &c. The Plff appears & prays a Case to be continued this action — The Deft comes into Court & moves for his Costs — and it is considered by the Court that the said Daniel do recover against the s^d Clark his Costs taxed at £ 1.5.6 & Execution &c

Execution iss^d Septr 11. 1794

Baldwin
vs
Davis
Sept 165 1794

Ebenezer Baldwin of [illegible] in the State of Connecticut yeoman Plff vs Nathan Davis of Williamstown in the County [illegible] in a Plea of the Case for that [illegible] promised [illegible] the Plff [illegible] Ten days [illegible] the same but neglects & refuses to the Damage of s^d Ebenezer Twenty pounds — The Plff appears & the Deft tho three times called to come into Court makes default of appearance here [illegible] Court that s^d Ebenezer do recover against s^d Nathan Twenty pounds Seven pence & all Damages & Costs of Suit taxed at £ 2.3.3 & Execution &c

Execution iss^d Septr 15 1794

Ebenezer Baldwin of Plainfield in the State of Connecticut yeom. Pltff vs Nathan Davis of Boldertown in the County of Stampshire Labourer Deft in a Plea of the Case for that s.d Nathan at Northampton on October 12th 1793 by his Note for Value received promised s.d Ebenezer to pay him Twenty pounds — L.s Nc in Neat Stock, with Interest Yet s.d Nathan tho requested has not performed either his promises aforesaid but neglects it to the Damage of s.d Ebenezer Thirty pounds — The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s.d Ebenezer do recover against s.d Nathan Twenty pounds Eleven pence L.s Nc Damages & Costs of Suit taxed at L 2.10.5 & thereof &c —

Exconi.d Sept.r 18. 1794 —

Baldwin vs Davis Sept 16th 1794

Obadiah — Nc Intire of Charlton in the County of Worcester Gent.n Pltff vs Jabez Lamb of Palmer in the County of Hampshire Physician Deft in a Plea of the Case for that s.d Jabez at Palmer aforesaid on May 29. 1792 by his Note of that Date for Value rec.d promised s.d Obadiah to pay him or Order Seven pounds Four shillings L.s Nc in Demand with Interest Yet s.d Jabez tho requested has not paid the Same but neglect it to the Damage of said Obadiah L 20 — The Pltff appears & the Deft tho three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s.d Obadiah do recover against the s.d Jabez Eighth pounds three shillings & six, pence L.s Nc Damages & Costs of Suit taxed at L 1.16.1 & thereof &c

Exconi.d Sept.r 11th 1794 —

Nc Intire vs Lamb Sept 16th 1794

Noadiah Warner Adm.r on the Estate of Jonathan Warner late of Hadley in the County of Hampshire decd and Eunice Field of Northfield in the same County Husbandman Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case made provides — The Parties appear & the Referees by them chosen now send into Court their Award that s.d Noadiah in his s.d Capacity do recover of the s.d Eunice eighteen shillings Damage & Costs of Reference taxed at L 1.9.9 & Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that s.d Noadiah do recover against s.d Eunice Eighteen shillings lawf.l Money Damages & Costs of Suit to be taxed at L 1.6.1 & thereof &c

Exconi.d Sept.r 16. 1794

Warner vs Field Sept 17 1794

Noadiah Warner of Hadley in the County of Hampshire & Elijah Nathan of Northfield in s.d County Parties in a Rule of Reference by them entered into as the Statute in such Case made provides — The Parties appear & the Referees by them chosen now send into Court their Award viz that s.d Noadiah do recover against s.d Elijah L 1.17.0 Damages & Costs of Reference taxed at L 1.9.9 & Costs of Court to be taxed by the Court Whereupon it is considered by the Court that s.d Noadiah do recover against s.d Elijah One pound seventeen shillings & eight pence L.s Nc Damages & Costs of Suit to be taxed at L 2.6.1 & thereof &c

Exconi.d Sept.r 17. 1794

Warner vs Nathan Sept 17. 1794

Warner Adm^r vs Stratton
Sep 17. 1794

Noadiah Warner of Hadley in the County of Hampshire Administrator on the Estate of Jonathan Warner deceased & Asa Stratton of Northfield in the same County Executor of the last Will & of Eleazar Stratton deceased. Parties in a Rule of Reference by them entered into & acknowledged as the Statute in such Case made provided. The said Parties appear & the Referees by them chosen send into Court their Award viz That Sd Noadiah in his said Capacity do recover against the Sd Asa in his Capacity Two pounds Damages & Costs of Reference taxed at £1-9-9 & Costs of Court to be taxed by the Court. Whereupon it is considered by the Court that Sd Noadiah in his Sd Capacity do recover against the said Asa in his Sd Capacity Two pounds L.M^o Damages & Costs of Suit to be taxed at £2-6-1 & thereof &c. Execution Septr 17th 1794

Warner vs Pomeroy
Sep 17. 1794

Noadiah Warner of Hadley in the County of Hampshire Administrator on the Estate of Jonathan Warner dec^d & Hannah Pomeroy of Northfield in the same County Sister. Parties in a Rule of Reference by them entered into as the Statute in such Case made provides. The said Parties appear & the Referees by them chosen now send into Court their Award viz That Sd Noadiah in his Sd Capacity do recover against the Sd Hannah £3-17-3. & Costs of Reference taxed at £1-9-9 & Costs of Court to be taxed by the Court. Whereupon it is considered by the Court that Sd Noadiah do recover against the Sd Hannah Three pounds Seventeen shillings & three pence L.M^o Damages & Costs of Suit to be taxed at £2-6-1 & thereof &c.
Execution Septr 17. 1794

Warner vs Norton
Sep 17th 1794

Noadiah Warner of Hadley in the County of Hampshire Administrator on the Estate of Jonathan Warner dec^d & Alexander Norton of Northfield in Sd County Administrator on the Estate of Seth & Norton deceased. Parties in a Rule of Reference by them entered into as the Statute in such Case made provides. The said Parties appear & the Referees by them chosen now send into Court their Award that Sd Noadiah do recover against Sd Alexander 27/5 Damages & Costs of Reference taxed at 29/9 & Costs of Court to be taxed by the Court. Whereupon it is considered by the Court that the said Noadiah in his Sd Capacity do recover against Sd Seth Norton the Sum pound seven shillings & five pence L.M^o Damages & Costs of Suit to be taxed at £2-6-1 & thereof &c. Execution Septr 17th 1794

Billings vs Arms
Sep 17° 1794

Aaron Billings of Conway in the County of Hampshire Yeoman Plaintiff Samuel Arms Junr & Stephen Arms Trader both of Deerfield in the County aforesaid Defts in a Plea of the Case for that Sd Samuel & Stephen at Deerfield aforesaid on December 23 1793. by their Note for Value rec^d promised said Aaron to pay him Eleven pounds L.M^o on July 16. then next ensuing after date hereof & then next ensuing Sd Samuel & Stephen have not paid the same but neglected & refused so to do Contrary to the Tenor of Sd Note & Stephen pounds The Defts appeared the Plaintiff & the Defts being called to come into Court make default of appearance in Court. Whereupon it is considered by the Court that the said Aaron do recover against the said Samuel & Stephen Eleven pounds twelve shillings & four pence L.M^o Damages & Costs of Suit taxed at £2-16-9 & thereof &c. Execution Septr 10. 17

Humbly shewes Joshua Green Administrator on the Estate of James Fyser late of Wendell in the County of Hampshire deceased That the Debts which already appear due from ye Estate of s^d James amount to more than his personal Estate he therefore prayeth to be empowered to make Sale of certain Land of s^d James for ye payment of s^d Debts — which s^d Petition being read with a Certificate from the Judge of Probate of Wills for s^d County representing that the Debts aforesaid including the Adm^r's Ben^t amount to £52-10-4 & that the Real Estate was appraised at £64.16.0, & that there is only 49/4 of personal Estate & that in his Opinion it is necessary to sell ye whole of the s^d Real Estate &c — Whereupon it is considered by the Court that the Adm^r be & he hereby is empowered to make Sale of all the Real Estate of s^d Deceased for the purpose of paying ye Debts aforesaid, he keeping observing the Directions of the Law relating to such Sales

Fyser's Adm. Petn for Sale Sep. 17 & 18 1792

Shrewsbury Pl. Hampshire Trader Pltff vs. James Kingsley of Northampton in the same County Husbandman Deft in a Plea of the Case for that s^d James at s^d Northampton on the September 1st 1792 offered to sell to said Pltff a certain final Settlement Note so called being No 10965 signed by John Pierce Commissioner for the United States which purported to be a final Settlement Note for the payment of twenty Dollars & fifty ninetieths of a Dollar and whereupon afterwards on the Day aforesaid in Consideration that the said Pltff would buy of him s^d James all his Right s^d Note at & for a certain large price viz Twenty eight pounds lawf^d Money to be paid by s^d Pltff to him s^d James on Demand he s^d James then & there undertook & promised s^d Pltff that s^d Note was a true genuine Note for the payment of the Sum of $90\frac{50}{90}$ Dollars & s^d Pltff says he did buy of s^d James the s^d final Settlement Note at & for the price of Twenty eight pounds & paid the Same accordingly yet s^d James not regarding his promise & Undertaking so by him made did craftily & subtilly deceive & defraud s^d Pltff in that s^d final Settlement Note was not a true genuine Note, but on the contrary thereof was originally signed for nine Dollars & fifty ninetieths & no more & had then before then abated from s^d last mentioned Sum to $90\frac{50}{90}$ Dollars — Also for that the said James at s^d Northampton on May 9th last being justly indebted to s^d Pltff in the Sum of £30 L^awf^d for so much Money then before that time had & received to the Use of the said Pltff by him the s^d James & in Consideration thereof promised s^d Pltff to pay him the Same on Demand Also for that s^d James at s^d Northampton on May 1st last was justly indebted to s^d Pltff in one other Sum of Ten pounds L^awf^d for so much Money then before that time paid laid out & expended by him s^d Pltff for him s^d James at his special Instance & Request & being so indebted s^d James promised s^d Pltff to pay him the Sum when requested — Yet tho often requested s^d James has never performed either his s^d promises but neglects & refuses to the Damage of s^d Pltff [illegible]

Shrewsbury vs Kingsley Sep 20. 1792

The Plff appears by John Hooker Esqr his Attyr and the said
on the second day of this Term bringeth into Court the Costs
which have arisen to a person in this case amounting to twenty five
shillings & four pence and also the further sum of thirteen
pounds & eleven shillings & eight pence for the use of the said
Russel & prays a Rule of this Court that the sd Russel further
prosecute his said Action in may be obtained hereof costs & it
is ordered accordingly — And the said Russel thereupon receives
& takes out of Court the costs aforesaid & also the sum of £13.11.8

And the said Stains comes & defends &c when &c & for Plea
says that he never promised in manner & form as the Plff
in his Declaration has alledged against him & thereof puts
himself on the Country — And the Plff reserving liberty
to reply anew on the appeal of this Action says that the Plea
aforesaid of the Deft is insufficient & that he is not by
the Law of the Land obliged to answer thereto wherefore
he prays Judgment — And the Deft consenting to said
Reservation says the same Plea by him above pleaded
is sufficient & therefore prays Judgment Whereupon ~~it~~
all & singular the premises being seen & by the Court here
understood it appears to the Court that the Plea aforesaid of
the sd Deft is a full & sufficient Answer to the sd Plffs Decla-
ration & that the Plff by his Plea aforesaid ought to receive
Nothing — Therefore it is considered that the Plff by his
Plea aforesaid do receive Nothing but that for his ground
of Claim he be in mercy — And it is further consider-
ed that sd Deft do recover against sd Plff his Costs taxed
at £ — And the Plff by his Attyr aforesaid appeals
from the Judgment of this Court to the Supreme Judicial
Court to be holden at Northampton aforesaid on the fourth
Tuesday of September Instant & he recognizes with Sureties
for sd Plff prosecuting the same with effect &c —

Morley v. Remington Sep 18 1704

Humbly shewes David Morley of Westfield in the County of Hamps.
shire Gent. that at a Court holden before Samuel Mather Esq. Justice
for the County of Hampshire on June 9th last he recovered Judgment
for 18/1 Damages & Costs taxed at £ 1.0.6 against Sarah Remington of
Westfield in the same County spinster from which Judgment it is said
appealed to this Court but has failed to prosecute the same. sd David prays
affirmation of sd Judgment with additional Damages & Costs And
it is considered by the Court that sd David do recover against the sd
Sarah Eighteen shillings & five pence & all Damages & Costs of
suit taxed at £ 2.7.11 & thereof &c — Exn iss. Sep. 13. 1704

Field Exrs v. Warner Admr Sep 183 1704

Samuel Field of Northfield in the County of Hampshire husbandman
Exr of the last Will &c of Samuel Field late of sd Northfield deceased
& Noadiah Warner of Hadley in the same County Admr on the Estate
of Jonathan Warner late of sd Hadley deceased Parties in a Rule of
Reference by them entered into & acknowledged as the Statute in such case
made, directs — The sd Parties appear & the References by them chosen
now send into Court their award that the sd Samuel in his said County
above of the sd Noadiah in his said County £1.1.6 Damages & Costs
of suit taxed at £ 3.12.[illegible] & Costs of Court & Referees by the Court
taxed it is considered by the Court that sd Samuel do recover against sd
Noadiah [illegible] one shilling & six pence Damages & Costs of suit
taxed at £ 5.[illegible] & thereof &c — Exon iss. Sep. 11 1704

Moses Church Gent. & Thomas Wilson Miller both of Springfield in the County of Hampshire Parties in a Rule of Reference by them entered into and acknowledged as the Rule in such Case made circuit — The said Parties appear & the Referees by them chosen now send into Court their Award Viz that Sd Thomas pay to said Moses Four pounds nineteen shillings & seven pence in Damages & Two pounds four shillings & eight pence Cost in full of all Accounts & Demands subsisting Sd Thomas & Moses individually & between Sd Moses as Agent for Church & Ogden & Sd Thomas between Sd Moses as Agent for Moses Church & Son & Sd Thomas — Whereupon it is considered by the Court that the Sd Moses do accordingly recover against Sd Thomas Four pound nineteen shillings & 7d Damages & Costs of Suit to be taxed at £3-10-6 & thereupon

Execution Sept. 18 1794

Church & Willis on Sept 18 1794

Humbly shews Abner Williams of Williamsburgh in the County of Hampshire Trader that at a Justices Court before William White Justice Pacis on June 23d 1794 he recovered Judgment against Samuel Walcott of the same Williamsburgh yeoman for £1-17-6 Damages & 14/ lawfull money Costs from which Judgment Sd Samuel appealed to this Court but has neglected to enter the same he therefore prays Affirmation with additional Damages & Costs — Whereupon it is considered by the Court that the Sd Abner do recover against Sd Samuel One pound seventeen shillings & ten pence Lawfull Damages & Costs of Suit taxed at £1-17-0 & thereupon

Execution Octr 8. 1794

Williams vs Walcott Sept 187 1794

Humbly shews John Stone of Chesterfield in the County of Hampshire yeoman that at a Court before Benjamin Bonney Esqr Justice Pacis on July 28th last he recovered Judgment against Elijah Warner of the same Chesterfield Housewright for £3-13-3 Debt or Damage & 10/0 Costs from which Judgment said Elijah appealed to this Court but has neglected to prosecute the same — He therefore prays Affirmation of the Sd Judgment with additional Costs — Whereupon it is considered by the Court that Sd John do recover against Sd Elijah Three pounds five shillings & six pence Lawfull Damages & Costs of Suit taxed at £1-15-10 & thereupon

Execution Sept. 12. 1794

Stone vs Warner Sept 189 1794

Humbly shews John Stone of Chesterfield in the County of Hampshire Innkeeper that at a Court before Benjamin Bonney Esqr Justice Pacis on July 28th last he recovered Judgment against Elijah Warner of the same Chesterfield Housewright for £3-5-6 Debt & 10/6 Costs from which Judgment Sd Elijah appealed to this Court & hath altogether neglected to prosecute the same, He therefore prays Affirmation of Sd Judgment with additional Costs — Whereupon it is considered by the Court that Sd John do recover against the Sd Elijah Three pounds five shillings & six pence lawfull money Damages & Costs of Suit taxed at £1-15-10 & thereupon

Execution Sept 12 1794

Stone vs Warner Sept 190 1794

Loomis Adm. Petn & Order Sept 1791 1794

Humbly shew Abel & Silas Bliss & Selence Loomis Administrators on the Estate of Simeon Loomis deceased that the Debts due from s^d Deceased with the Administrators Account allowed amount to £70-4-4 & the personal Estate & Credits of s^d Deceased amount to £46-4-6 the Difference being £23-19-10 - They therefore pray they may be allowed to sell so much of the real Estate of s^d Deceased as will produce s^d Sum of £23-19-10 & part of Sale &c — Which s^d Petition being read together with a Certificate from the Judge of Probate &c - confirming the Same & the Premises upon considered by the Court that said Administrators be and they hereby are impowered to make Sale of so much of the real Estate of s^d Deceased as shall produce the Sum of Twenty seven pounds for the purposes in s^d Petition mentioned - They having first attended the Directions of the Law relating to such Sales —

Chapin vs Dickinson Septr 192. 1794

Humbly shewes Frederick Chapin that at a Court before Phillip Phillips Esqr Just^s Pac^e he recovered Judgment against John Dickinson of Conway in the County of Hampshire yeoman on June 24th last for £2-14-3 Damages & 18/10 Costs of Suit from which Judgment s^d John appealed to this Court, but has failed to prosecute the Same, s^d Frederick prays Affirmation of s^d Judgment with additional Damages & Costs - And it is considered by the Court that s^d Frederick do recover against the s^d John Two pounds fourteen shillings & three pence £ M^o Damages & Costs of Suit taxed at £2-5-1 & therefor &c Ex^n iss^d Septr 16 1794

Mather & al vs Murray & al Sept 193. 1794

Timothy Mather Hezekiah Hutchins & Warham Mather on the one part & Seth Murray & John Bennett on the other part - Parties in a Suit of Trespass by them entered who as the Statute in such Case provided directs — The said Parties appear & the Trespass by them chosen now send into Court their award Viz that s^d Mather Hutchins & Mather do recover against s^d Murray & Bennett Twelve pounds thirteen shillings & five pence £ M^o Damages in full of all demands & Costs of Trespass being nine shillings & Costs of Court to be taxed by the Court &c — Whereupon it is considered by the Court that s^d Timothy Hezekiah & Warham do recover against the s^d Seth & John Twelve pounds thirteen shillings & five pence £ M^o Damages & Costs of Suit &c taxed at £1-4-4 & therefor &c

Ex cur iss^d Septr 15. 1794 —

Bates vs Walcott Sept 192 1794

Humbly shews John Bates of Chesterfield in the County of Hampshire that at a Court before Caleb Strong Esqr Just^s Pac^e on June 23^d last he recovered Judgment against Samuel Walcott of Williamsburgh in s^d County for Sixty five shillings & four pence Damages & Costs taxed at eighteen shillings from which Judgment s^d Samuel appealed to this Court but has failed to prosecute the same, He therefore prays Affirmation of s^d Judgment with additional Damages & Costs And it is considered by the Court that s^d John do recover against s^d Samuel Three pounds six shillings & two pence £ M^o Damages & Costs of Suit taxed at £2-5-11 & therefor &c — Ex cur iss^d Septr 15. 1794.

The foregoing Judgments Orders &c being made & entered up in manner aforesaid & then the Court adjourned without Day

Att Rob Bacon Clerk —